

**AGREEMENT FOR
LANDSCAPING SERVICES FOR THE GLENDALE WATER DEPARTMENT**

City of Glendale Solicitation No. RFP 26-27

This Agreement for Landscaping Services for the Glendale Water Department) ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Brightview Landscape Services, Inc., an Arizona corporation, authorized to do business in the State of Arizona, ("Contractor"), as of the ____ day of _____, 2026.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 26-27 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto; and
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to complete the Project and handle all aspects of the Project (as determined by the City in its sole discretion); such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$2,500,000, as specifically detailed in **Exhibit B** (the "Compensation").

4.2

Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$2,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$2,000,000 per occurrence and \$4,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$2,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$2,000,000 per accident for Contractor and \$2,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

- (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrants their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective

papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

11. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

12. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

13. **Notices.**

13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

BrightView Landscape Services, Inc.
c/o Jon Berg
10237 N. El Mirage Road
El Mirage, AZ 85335
jon.berg@brightview.com

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Anne Shadle
5850 W. Glendale Ave.
Glendale, Arizona 85301
(623) 930-2864

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

15. **Entire Agreement; Survival; Counterparts; Signatures.**

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

- 16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed prior to the extension period and any such price adjustment will be a determining factor for any renewal. There are no automatic extensions or renewals of this Agreement.
- 16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.mesaaz.gov/business/purchasing/save>

19. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A Project
- Exhibit B Compensation

(Signatures appear on the following page.)

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By: Patrick S. Banger
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

BrightView Landscape Services, Inc.,
an Arizona corporation

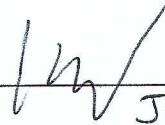
By:  Jan Berg
Its: 3-17-26

EXHIBIT A
Landscaping Services for the Glendale Water Department
PROJECT

To provide landscaping services to the Water Department.



CITY OF GLENDALE PROCUREMENT DIVISION REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 26-27

ONLINE BID NUMBER: 42600032

TITLE: LANDSCAPING SERVICES (WATER DEPARTMENT)

PUBLISHED DATE: DECEMBER 3, 2025

MANDATORY PRE-OFFER: DECEMBER 9, 2025, 8:00 AM
PYRAMID PEAK WATER TREATMENT PLANT
28101 N 63RD AVE
PHOENIX, AZ 85050

MANDATORY SITE INSPECTION: GROUPS 1 AND 4 – IMMEDIATELY FOLLOWING PRE-OFFER
SEE PAGE 2 FOR LOCATIONS

MANDATORY SITE INSPECTION: GROUP 3 – DECEMBER 11, 2025, 9:00 AM

QUESTION DEADLINE: DECEMBER 15, 2025, 2:00 PM LOCAL TIME

OFFER DUE: DECEMBER 26, 2025, 2:00 PM LOCAL TIME
Offer Submission Through [Vendor Self-Service \(VSS\) Online Bid System](#).

NOTE: *This is a sealed proposal process requiring proposals to be submitted before the date/time shown above. If errors occur when submitting through VSS, email or call using contact information below.*

CONTACT: Anne Shadle, Procurement Officer
Purchasing-Procurement Division
623-930-2864
ashadle@glendaleaz.com

Proposals shall be opened using the City's electronic bidding system on the specified due time and date identified herein. All information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

The [Vendor Self-Service - Vendor Registration Guide](#) provides detailed instructions for registration for both new and existing vendors.

*For vendor convenience we have identified the commodity codes used in this solicitation on this page. (A Commodity Code is a universal classification for identifying commodities and services in procurement systems). **The commodity code(s) used in this solicitation are:** 98852, 91873*



City of Glendale
Solicitation Number: RFP 26-07/42600012
LANDSCAPING SERVICES (WATER DEPARTMENT)
SAMPLE AGREEMENT

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

Mandatory Site Inspections

1. Pyramid Peak Water Treatment Plant
2. Arrowhead Ranch WRF
3. Cholla Water Treatment Plant
4. Oasis Water Treatment Plant
5. West Area Aquifer Recharge Facility
6. West Area WRF

We will begin the Mandatory Site Inspections at Pyramid Peak Water Treatment Plant immediately following the mandatory pre-offer meeting. We will then go to the additional locations as they are listed above. All vendors must visit each site with the Procurement Officer as each will be required to sign in at each location.



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LANDSCAPING SERVICES (WATER DEPARTMENT)
SAMPLE AGREEMENT

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

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Required Submittal Documents

- 1. Response Workbook** – To be completed by Offeror and submitted as their response.
- 2. Pricing Workbook** – To be completed by Offeror and submitted as their response.



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LANDSCAPING SERVICES (WATER DEPARTMENT)
SAMPLE AGREEMENT

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

1. INTRODUCTION

The City of Glendale is seeking proposals from experienced firms (Contractors) who practice accountability and have the capacity to provide a variety of landscaping services. The services requested are needed at various locations throughout the city and include, but not limited to, City Water Treatment and Water Reclamation Facilities, Well Sites, Sewer Lift Stations, Booster Stations, Recharge Facility, Residential and Vacant Properties. The scope of services ranges from standard landscaping maintenance to other duties like trash/litter removal, pruning and trimming, irrigation repair, weed abatement, planting and replacement of damaged plants. The City may award multiple contracts from this solicitation.

2. OBJECTIVES

The City takes pride in the curb appeal of our facilities. The goal is to ensure that all Water Services grounds are aesthetically pleasing and safe. All Contractors awarded as a result of this solicitation shall ensure they manage their contract efficiently, perform all requirements stated in the contract, meet performance expectation/standards, and manage their employees to ensure there is no adverse impact to the city. Additionally, the city's goal is to reduce the city's time in monitoring vendor performance. Consistent communication with the City Representative is key to meeting the requirements in the Scope of Work. The city is open to Contractor suggestions to gain efficiencies throughout the contract term.

3. SCOPE OF WORK

This Request for Proposal is organized into **four (4) groups**. Group 1 is for Facilities; Group 2 is for Remote sites, such as wells, sewer lift station, etc; Group 3 is the Xeriscape Demonstration Garden and Group 4 is the Aquifer Recharge Facility.

The Groups are arranged based on their similar landscaping requirements and not on their distance or proximity with each other. Each group may contain one or more Areas of Service that are spread out all over the city. Each Group is assigned a specific Service Level that determines the frequency and description of the services required. At any time, work may be required at a site on an as-needed basis. Work will consist of one or more items from the applicable site's regular service level requirements.

The awarded Contractors must ensure that adequate staffing and resources are assigned to each Area of Service in accordance with the designated Service Level and applicable requirements.

Awarded Contractor(s) shall furnish all necessary labor, tools, vehicles, equipment, materials and supplies to perform the required landscaping services.



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LANDSCAPING SERVICES (WATER DEPARTMENT)
SAMPLE AGREEMENT

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Suite 210
Glendale, Arizona 85302

GROUP 1
Water Treatment & Water Reclamation Facilities

Service Level	Description	City Department	Contact Person
1	Landscaping services for 6 Water Services facilities including 3 water treatment plants and 2 water reclamation facilities.	Water Services	Paul Earls

GROUP 2
Remote Sites

Service Level	Description	City Department	Contact Person
2 and 3	Landscaping services for 35 Water Services facilities including well sites, booster stations, sewer lift stations and miscellaneous city-owned properties. Zone 4 Booster Station and Reservoir.	Water Services	Paul Earls

GROUP 3
Glendale Xeriscape Demonstration Garden

Service Level	Description	City Department	Contact Person
1	Landscaping services for Xeriscape Demonstration Garden.	Water Services	Joanne Toms

GROUP 4
Aquifer Recharge Facility

Service Level	Description	City Department	Contact Person
1	Landscaping services for Aquifer Recharge Facility	Water Services	Paul Earls



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GROUP 1
FACILITIES
Water Treatment & Water Reclamation Facilities
Service Level 1
Weekly Service

All landscaping services performed at various Water Services Department (WSD) facilities shall be in accordance with the assigned Service Level and as defined by the Contact Administrator. Below is a listing of the City Areas of Service and applicable requirements:

Areas of Service			Locations	Address
WSD Site No.	Latitude	Longitude	SERVICE LEVEL 1 LOCATIONS (Weekly)	
29	33.654522	-112.234472	Arrowhead Ranch Water Reclamation Facility (ARWRF)	8180 W. Union Hills Dr. Glendale, AZ
30	33.589104	-112.163115	Cholla Water Treatment Plant (CWTP)	4805 W Cholla St, Glendale, AZ 85304
31	33.660889	-112.229319	Oasis Recharge Site (Lake)	19274 N. 79 th Dr.
32	33.554780	-112.211152	Oasis Water Treatment Campus (OWTC)	7070 W Northern Ave, Glendale, AZ 85303
33	33.73777	-112.19214	Pyramid Peak Water Treatment Plant (PPWTP)	28101 N 63rd Dr. Phoenix, AZ 85083
34	33.520718	-112.302570	Western Area Water Reclamation Facility (WAWRF)	5901 N Glen Harbor Blvd.

SERVICE LEVEL

Service Levels determines the general description and frequency of the work required for each Group. A Group may contain one or two Service Levels depending on the needs of the Areas of Service.

Frequency and type of service required may be revised when deemed appropriate by the City Contract Administrator.

SERVICE LEVEL 1
(Weekly)

WEEKLY

1. Site Inspection
2. Sidewalk weeding and sweeping
3. Trash/Litter Disposal Contractor shall:
 - a. Pick up trash: Facilities Grounds – Weekly
 - b. Fully cover all open bed trucks used for transporting waste
 - c. Dispose of all debris and any other matter removed from the contracted area in compliance with Federal, State, Count, and City regulations
 - d. Be solely responsible for any disposal fees (dumping charges) incurred
4. Weed removal and disposal
5. Blow/Vacuum leaves (no blowing during high pollution days)



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6. Raking out
7. Weed abatement
8. Irrigation monitoring, repair, and adjustments – Weekly during the time of service
9. Prune shrubs and trees weekly
10. Prune shrubs or trees as needed to provide the required sight visibility lines and clearance for all walkways, parking areas, and property lines such as fences and gates. Homeland Security requirements call for a ten-foot clearance on both interior and exterior sides of a Water Department perimeter fence or wall. Trim tree limbs, as needed, to prevent camera view obstruction.

TWICE A YEAR

1. Apply pre-emergent weed control twice a year or as needed – Contractor shall not broadcast or spray pre-emergent weed control within six feet of an open water source at any Water Department Property.
2. Apply post-emergent weed control twice a year or as needed – Contractor shall not broadcast or spray post-emergent weed control within six feet of an open water source at any Water Department Property.

ANNUALLY

1. Plant replacement trees, shrubs, and groundcovers where needed.

SEASONALLY

1. Adjust irrigation controllers to meet seasonal demand.

The majority of Water Services Department Areas of Service require landscaping despite their significant square footage.

Contractors shall comply with the following applicable requirements. These services may be revised when deemed appropriate by the City Contract Administrator.

1. LANDSCAPE MAINTENANCE SCHEDULE – Section 4.1
2. WEED ABATEMENT – Section 4.2
3. PLANT MATERIAL (TREES, SHRUBS AND GROUNDCOVERS) – Section 4.3
4. PRUNING AND TRIMMING – Section 4.4
5. TRASH/LITTER DISPOSAL – Section 4.5
6. DRAINAGE REQUIREMENTS – Section 4.6
7. RAKING OUT OF DECOMPOSED GRANIT/SOIL AREAS – Section 4.7
8. IRRIGATION REQUIREMENTS – Section 4.8
9. CHEMICALS AND PESTICIDES – Section 4.9
10. PRE-EMERGENT HERBICIDE APPLICATION (SPRING AND FALL APPLICATION) – Section 4.10
11. POST-EMERGENT – WEEDS/GRASS – Section 4.11
12. REPAIR OR REPLACEMENT OF DAMAGED PLANT MATERIAL – Section 4.12
13. PEST, DISEASED PLANTS, AND INSECT CONTROL – Section 4.13
14. ALL GENERAL LANDSCAPING REQUIREMENTS – Section 5
15. ALL OTHER CONTRACTUAL REQUIREMENTS – Section 6



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GROUP 2
Remote Sites
Service Levels 2 and 3
Monthly and As Needed

All landscaping services performed at various Water Services Department (WSD) facilities shall be in accordance with the assigned Service Level and as defined by the Contact Administrator. Below is a listing of the City Areas of Service and applicable requirements:

Areas of Service			Locations	Address
WSD Site No.	Latitude	Longitude	SERVICE LEVEL 2 LOCATIONS (Monthly)	
1	33.663859	-112.203488	19805 N 67th Drive/AH Well 21	19805 N. 67 th Dr.
2	33.689858	-112.202806	2/3 Zone Split	22675 N 67th Ave
3	33.599184	-112.176941	LS 1 -55th Avenue Sewer Lift Station	12995 N. 55 th Ave.
4	33.668690	-112.203336	LS 10 - 67th and Beardsley	20202 N. 67th Ave
5	33.621045	-112.202937	LS 2 - 67th Avenue Sewer Lift Station	14904 N. 67 th Ave.
6	33.548827	-112.211452	71st Avenue and Frier Peroxide Station	7093 W. Frier Dr.
7	33.652432	-112.229380	79th Avenue and Union Hills Well Site	18570 N 79th Ave
8	33.641565	-112.234533	LS 9 - 83rd Avenue Sewer Lift Station	17500 N. 83rd Ave
9	33.547843	-112.272653	99 th Ave and Northern Ave	
10	33.680522	-112.173556	Arrowhead Manor Booster Station	5183 W Arrowhead Lakes Dr
11	33.521895	-112.290091	Camelback Ranch Well	5950 N. 107 th Ave.
13	33.526743	-112.291493	LS 3 - Airport Lift Station	6893 N Glen Harbor Blvd.
14	33.682073	-112.206358	Hillcrest Ranch Booster Station (HRBS)	6790 W. Deer Valley Rd.
15	33.508621	-112.270628	LS 4 - Raw Sewage Pumping Station (RSPS)	9802 W. Camelback Rd.
16	33.576682	-112.186563	SR 1	10082 N 59th Ave
17	33.690828	-112.198095	Thunderbird Reservoir	22801 N. 67th Ave
19	33.617895	-112.172814	Well 25	52nd Ave & Acoma
20	33.632219	-112.185877	Well 29	59th Ave & Paradise Lane
35	33.523506	-112.231500	Zone 4 Booster Station and Reservoir	7970 W. Bethany Home Rd.



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Areas of Service			Locations	Address
WSD Site No.	Latitude	Longitude	SERVICE LEVEL 3 LOCATIONS (As Needed)	
12	33.545421	-112.192909	COG 4	6215 W. Orangewood
18	33.536281	-112.185830	Well 1	59th Ave & Market
21	33.536146	-112.229285	Well 32	79th Ave & Lamar
22	33.654064	-112.178176	Well 33	18570 N 55TH AVE
23	33.587356	-112.159724	Well 40	11047 N 47TH AVE
24	33.543971	-112.297736	Well 42	7504 N 110TH AVE
25	33.510725	-112.155870	Well 5	4434 N TOM MURRAY AVE
26	33.548824	-112.193924	Well 6R	7671 N 63RD AVE
27	33.534979	-112.160413	Well 7	4702 W OCOTILLO RD
28	33.674598	-112.211675	Well AR15	20926 N 70TH DR
38	33.544845	-112.26259	LS 5 – Desert Diamond Sewer Lift Station	9431 W Northern Ave
39	33.516112	-112.254575	LS 6 – Stonehaven Sewer Lift Station	5503 N. 91st Ave.
40	33.52972	-112.281582	LS 7 – Vision 2 Sewer Lift Station	6281 N. Ball Park Blvd.
41	33.536815	-112.323069	LS 8 – Luke AFB Sewer Lift Station	7211 N. El Mirage Rd.
42	966263.29 3129	614073.382382	Well 50 64th Ave and Sack Dr	18773 N. 64th Dr.
43	972977.72 5239	609775.724639	Well 51 at Sierra Verde Park	7130 W Potter Dr.

SERVICE LEVEL

Service Levels determines the general description and frequency of the work required for each Group. A Group may contain one or two Service Levels depending on the needs of the Areas of Service.

Frequency and type of service required may be revised when deemed appropriate by the City Contract Administrator and the Contractor.



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SERVICE LEVEL 2
(Monthly)

MONTHLY

1. Site Inspection
2. Sidewalk weeding and sweeping
3. Trash/Litter Disposal Contractor shall:
 - a. Pick up trash: Facilities Grounds – Weekly
 - b. Fully cover all open bed trucks used for transporting waste
 - c. Dispose of all debris and any other matter removed from the contracted area in compliance with Federal, State, Count, and City regulations
 - d. Be solely responsible for any disposal fees (dumping charges) incurred
4. Weed removal and disposal
5. Blow/Vacuum leaves (no blowing during high pollution days)
6. Raking out
7. Weed abatement
8. Irrigation monitoring, repair, and adjustments – Weekly during the time of service
9. Prune shrubs and trees weekly or as needed to provide the required sight visibility lines and clearance for all walkways, parking areas, and property lines such as fences and gates. Homeland Security requirements call for a 6-foot clearance on both interior and exterior sides of a Water Department perimeter fence or wall. Trim tree limbs, as needed, to prevent camera view obstruction.

TWICE A YEAR

1. Apply pre-emergent weed control twice a year or as needed – Contractor shall not broadcast or spray pre-emergent weed control within six feet of an open water source at any Water Department Property.
2. Apply post-emergent weed control twice a year or as needed – Contractor shall not broadcast or spray post-emergent weed control within six feet of an open water source at any Water Department Property.

ANNUALLY

1. Plant replacement trees, shrubs, and groundcovers where needed.

SEASONALLY

1. Adjust irrigation controllers to meet seasonal demand.



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SERVICE LEVEL 3
(As Needed)

AS NEEDED (May include one or more items)

1. Site Inspection
2. Sidewalk weeding and sweeping
3. Trash/Litter Disposal Contractor shall:
 - a. Pick up trash: Facilities Grounds – Weekly
 - b. Fully cover all open bed trucks used for transporting waste
 - c. Dispose of all debris and any other matter removed from the contracted area in compliance with Federal, State, Count, and City regulations
 - d. Be solely responsible for any disposal fees (dumping charges) incurred
4. Weed removal and disposal
5. Blow/Vacuum leaves (no blowing during high pollution days)
6. Raking out
7. Weed abatement
8. Irrigation monitoring, repair, and adjustments – Weekly during the time of service
9. Prune shrubs and trees weekly or as needed to provide the required sight visibility lines and clearance for all walkways, parking areas, and property lines such as fences and gates. Homeland Security requirements call for a 6-foot clearance on both interior and exterior sides of a Water Department perimeter fence or wall. Trim tree limbs, as needed, to prevent camera view obstruction.

TWICE A YEAR

1. Apply pre-emergent weed control twice a year or as needed – Contractor shall not broadcast or spray pre-emergent weed control within six feet of an open water source at any Water Department Property.
2. Apply post-emergent weed control twice a year or as needed – Contractor shall not broadcast or spray post-emergent weed control within six feet of an open water source at any Water Department Property.

ANNUALLY

1. Plant replacement trees, shrubs, and groundcovers where needed.

SEASONALLY

1. Adjust irrigation controllers to meet seasonal demand.

The majority of Water Services Department Areas of Service require landscaping despite their significant square footage.

Contractors shall comply with the following applicable requirements. These services may be revised when deemed appropriate by the City Contract Administrator and the Contractor.

16. LANDSCAPE MAINTENANCE SCHEDULE – Section 4.1
17. WEED ABATEMENT – Section 4.2
18. PLANT MATERIAL (TREES, SHRUBS AND GROUNDCOVERS) – Section 4.3



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19. PRUNING AND TRIMMING – Section 4.4
20. TRASH/LITTER DISPOSAL – Section 4.5
21. RAKING OUT OF DECOMPOSED GRANIT/SOIL AREAS – Section 4.7
22. IRRIGATION REQUIREMENTS – Section 4.8
23. CHEMICALS AND PESTICIDES – Section 4.9
24. PRE-EMERGENT HERBICIDE APPLICATION (SPRING AND FALL APPLICATION) – Section 4.10
15. POST-EMERGENT -WEEDS/GRASS – Section 4.11
16. REPAIR OR REPLACEMENTS OF DAMAGED PLANT MATERIALS – Section 4.12
17. PEST, DISEASED PLANTS AND INSECT CONTROL – Section 4.13
18. ALL GENERAL LANDSCAPING REQUIREMENTS – Section 5
19. ALL OTHER CONTRACTUAL REQUIREMENTS – Section 6

GROUP 3
Glendale Xeriscape Demonstration Garden
Service Level 1
Weekly Service - 4 zones, each one to be serviced every four weeks

Areas of Service		Locations		Addresses
WSD Site No.	Latitude	Longitude	SERVICE LEVEL 1 LOCATIONS (As Needed)	
36	33.53605	-112.312579	Glendale Xeriscape Demonstration Garden around the Glendale Main Library	5959 W Brown St. Glendale, AZ 85302

SERVICE LEVEL

Service Levels determines the general description and frequency of the work required for each Group. A Group may contain one or two Service Levels depending on the needs of the Areas of Service.

Frequency and type of service required may be revised when deemed appropriate by the City Contract Administrator and the Contractor.

SERVICE LEVEL 1 (Weekly Per Zone)
WEEKLY PER ZONE <ol style="list-style-type: none"> 1. Site Inspection 2. Sidewalk weeding and sweeping 3. Trash/Litter Disposal Contractor shall: <ol style="list-style-type: none"> a. Pick up trash: Facilities Grounds – Weekly b. Fully cover all open bed trucks used for transporting waste c. Dispose of all debris and any other matter removed from the contracted area in compliance with Federal, State, Count, and City regulations d. Be solely responsible for any disposal fees (dumping charges) incurred



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4. Weed removal and disposal
5. Blow/Vacuum leaves (no blowing during high pollution days)
6. Raking out
7. Weed abatement
8. Irrigation monitoring, repair, and adjustments – Weekly during the time of service
9. Prune shrubs and trees to a natural shape (no shearing, no geometrical shapes) weekly or as needed to provide the required sight visibility lines and clearance for all walkways, parking areas, and property lines such as fences and gates. Pruning can only be done manually with bypass pruners, loppers, and hand saws. Homeland Security requirements call for a 6-foot clearance on both interior and exterior sides of a Water Department perimeter fence or wall. Trim Tree limbs, as needed, to prevent camera view obstruction.

TWICE A YEAR

1. Use of pre- or post-emergent must be discussed with the City Representative prior to application. Only upon approval by the City Representative can pre- or post-emergent be applied.

ANNUALLY

1. Plant replacement trees, shrubs, and groundcovers where needed.

SEASONALLY

1. Adjust irrigation controllers to meet seasonal demand.

The majority of Water Services Department Areas of Service require landscaping despite their significant square footage.

Contractors shall comply with the following applicable requirements. These services may be revised when deemed appropriate by the City Contract Administrator and the Contractor.

25. LANDSCAPE MAINTENANCE SCHEDULE – Section 4.1
26. WEED ABATEMENT – Section 4.2
27. PLANT MATERIAL (TREES, SHRUBS AND GROUNDCOVERS) – Section 4.3
28. PRUNING AND TRIMMING – Section 4.4
29. TRASH/LITTER DISPOSAL – Section 4.5
30. RAKING OUT OF DECOMPOSED GRANIT/SOIL AREAS – Section 4.7
31. IRRIGATION REQUIREMENTS – Section 4.8
32. CHEMICALS AND PESTICIDES – Section 4.9
33. PRE-EMERGENT HERBICIDE APPLICATION (SPRING AND FALL APPLICATION) – Section 4.10
20. POST-EMERGENT -WEEDS/GRASS – Section 4.11
21. REPAIR OR REPLACEMENTS OF DAMAGED PLANT MATERIALS – Section 4.12
22. PEST, DISEASED PLANTS AND INSECT CONTROL – Section 4.13
23. ALL GENERAL LANDSCAPING REQUIREMENTS – Section 5
34. ALL OTHER CONTRACTUAL REQUIREMENTS – Section 6



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GROUP 4
Aquifer Recharge Facility
Service Level 1
Weekly

Areas of Service			Locations	Address
WSD Site No.	Latitude	Longitude	SERVICE LEVEL 1 LOCATION	
			(Weekly)	
37	33.5781409	-112.188185	Aquifer Recharge Facility (See Section 4.14 SCOPE OF SERVICES)	11719 W Glendale Avenue

SERVICE LEVEL

Service Levels determines the general description and frequency of the work required for each Group. A Group may contain one or two Service Levels depending on the needs of the Areas of Service.

Frequency and type of service required may be revised when deemed appropriate by the City Contract Administrator and the Contractor.

SERVICE LEVEL 1 (Weekly Per Zone)	
WEEKLY	
1.	Mechanically remove all organic and vegetative materials within the fenced area of the ARF including the aquifer recharge basins, basin berms and walls, along fence lines, retention areas, and roads.
2.	Remove vegetation and debris from the grounds in and around the facility, especially front gate area leading into ARF during every visit. Note that storm water infrastructure on the east side of the property is also included.
3.	Restore berm materials eroded into the basin to maintain erosion control. Manual/mechanical means shall be the only approved method of removal (no chemicals shall be used).
4.	Remove and dispose of all debris generated from this work.
SEASONAL MAINTENANCE (MONTHS OF JUNE, AUGUST, NOVEMBER AND MARCH) – RIPPING AND GRADING OF BASINS	
1.	Rip all basin beds to a depth of 12” (not exceeding 15”) making two (2) perpendicular passes and one (1) diagonal pass.
2.	Upon completion of ripping, grading may be required to restore a relatively flat basin bed. This task shall be coordinated with the Western Area Water Reclamation Facility Supervisor or their designee to avoid damage to underground basin piping.
3.	Remove and dispose of all debris generated from this work.



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EROSION CONTROL – BY REQUEST

1. Upon request by the City, maintain the integrity of the basin side slopes by removing river rock materials from the basin beds and placing them on the basin side slopes. This shall include repairing, and re-shaping basin side slopes and ramps, as necessary.
2. Remove and dispose of all debris generated from this work.
3. Supply labor and equipment (tractor, front end loader, etc.) as necessary to perform the contracted services.

The majority of Water Services Department Areas of Service require landscaping despite their significant square footage.

Contractors shall comply with the following applicable requirements. These services may be revised when deemed appropriate by the City Contract Administrator and the Contractor.

- A. LANDSCAPE MAINTENANCE SCHEDULE – Section 4.1
- B. WEED ABATEMENT – Section 4.2
- C. PLANT MATERIAL (TREES, SHRUBS AND GROWDCOVERS) – Section 4.3
- D. PRUNING AND TRIMMING – Section 4.4
- E. TRASH/LITTER DISPOSAL – Section 4.5
- F. RAKING OUT OF DECOMPOSED GRANIT/SOIL AREAS – Section 4.6
- G. IRRIGATION REQUIREMENTS – Section 4.7
- H. **AQUIFER RECHARGE FACILITY (ARF) SCOPE OF SERVICES – Section 4.14 – This applies to Water Services Department Site No. 37**
- I. ALL GENERAL LANDSCAPING REQUIREMENTS – Section 5
- J. ALL OTHER CONTRACTUAL REQUIREMENTS – Section 6

4. SPECIFIC LANDSCAPING SERVICES REQUIREMENTS

Contractors shall comply with the following requirements when applicable to any City of Glendale Area of Service.

4.1 LANDSCAPE MAINTENANCE SCHEDULES – When applicable to any City Area of Service,

- A. The Contractor shall provide work schedules to the Contract Administrator(s) **within ten (10) working days** after the effective date of the contract.
- B. The work schedules shall be weekly, identifying the task and frequency of work and chemicals to be applied.
- C. The schedule shall delineate the time frames for the landscape maintenance functions and normal day-to-day procedures of the Contractor, including Contractor inspection of contracted areas.
- D. The City reserves the right to make suggested changes to the schedule set up by the Contractor, the specific requirements, and to establish the minimum requirements.



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- E. The Contractor shall supply complete landscape maintenance for the areas designated in the Scope of Work and in accordance with the agreed-upon schedule.
- F. Any agreed-upon changes in scheduling shall be submitted by the Contractor, in writing, to the Contract Administrator(s).
- G. The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Revisions shall be submitted to the Contract Administrator(s) within five (5) workdays prior to scheduled time for the work.
- H. The Contractor must make every effort to stay on schedule each day and shall complete all routine work during the calendar week that is scheduled, unless unforeseen circumstances out of the control of the Contractor cause delays.
- I. Weekly schedules shall be submitted no later than noon every Thursday prior to the upcoming week.
- J. The Contract Administrator(s) will determine if work that is not done on schedule constitutes non-compliance.
- K. The Contractor's approval to do work more than five (5) working days ahead of schedule may be obtained via a phone call to the Contract Administrator. If the Contractor does not obtain prior approval, the City may refuse to pay for work items done five (5) or more days ahead of schedule.
- L. Skipping a scheduled weekly mowing without the City of Glendale Contract Administrator's approval will result in a deduction of 10% from the Contractor's invoice for that week and a first offense letter of non-compliance.
- M. Failure to submit schedules or revisions prior to commencement of routine work (except irrigation, maintenance and inspection) shall be considered breach of contract in accordance with this document.
- N. Contractor must deliver all schedules to the Contract Administrator(s) via email.
- O. City of Glendale work hours may vary to accommodate seasonal change.
- P. No work will be performed on weekends without prior approval of the Contract Administrator.
- Q. The Contract Administrator shall coordinate with the Contractor to determine if the Contractor will need to work on any of the specified holidays.

4.2 WEED ABATEMENT - When applicable to any City Area of Service

- A. The Contractor shall weed as per schedule in all contracted areas.
- B. All contracted areas shall be kept free of weeds including adjacent sidewalks, curbs and stair casings.
- C. Areas identified within the 6-foot barrier of an open water source that is determined as a non-chemical treated area, shall be manually abated. Mechanical equipment shall not be used in this process as mechanical



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abatement creates the potential of introducing foreign objects into the treatment process.

- D. If weed abatement is not performed, the City of Glendale Contract Administrator(s) may consider the maintenance to be unsatisfactory and the Contractor in non-compliance.
- E. The Contractor shall control all landscaped areas with proper mechanical and chemical application, as necessary, to maintain contract areas weed and grass free.
- F. The Contractor shall remove and properly dispose of all weeds/grass taller than 3 inches that have been abated utilizing the chemically treated process.
- G. The Contractor shall identify the chemicals used including web links to the Safety Data Sheets.
- H. The Contractor shall treat all grasses and weeds with appropriate herbicide post mechanical removal.
- I. Contract areas are to be maintained weed and grass free, including dead weeds and grass which were chemically treated.
- J. All herbicide applications must be applied by an Arizona Department of Agriculture Office of Pest Management certified applicator.
- K. The Contractor shall submit all spray logs within the same week of application.

4.3 PLANT MATERIAL (TREES, SHRUBS AND GROUNDCOVERS) – When applicable to any City Area of Service, Contractor shall:

- A. Provide landscaping services that include, but not limited to, sidewalks, shoulders, around building foundations, HVAC units and 10-foot clearance on both sides of facility/site perimeter fencing.
- B. Prune all shrubs and ground covers limited to symmetrical (rounded) shapes. Pruning shrubs should be done in accordance with the guidelines established by the University of Arizona Cooperative Extension-
<https://extension.arizona.edu/sites/extension.arizona.edu/files/pubs/az1499-2016.pdf>.
- C. Trim all shrubs to a tapered base so as not to allow accumulation of debris at the base of shrub.
- D. Prune / trim to include the containment of vegetative growth 6 feet to the inside of the curb line and/or interior and exterior fence line around the perimeter of the Water Services Property in accordance with Homeland Security requirements. Contractor shall consider any tree/shrub branch 8” or under as regular trimming maintenance at no additional cost to the city. Trim tree limbs, as needed, to prevent camera view obstruction.
- E. Remove dead, dying, diseased and broken portions of each plant.
- F. Perform pruning in such a way that plant material does not create a visibility obstruction to vehicular traffic.
- G. Not blow or rake landscaping debris into street, sidewalk or parking lot.
- H. Shall limit tree pruning to removing tree hazards by skirting, keeping tree branches off the ground at a minimum of fifteen feet (15’) high



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horizontal clearances, out of pedestrian walkways and view corridors at a minimum of ten feet (10') high vertical clearances.

- I. Remove all tree suckers and water sprouts.
- J. The Contractor shall be held responsible and at its own expense to replace plant material damaged as a result of negligent and accidental damage caused by the Contractor, including the replacement of plants that die from lack of care, water, inappropriate pruning techniques and use of pesticides or chemicals.
- K. All replacement plants shall be free from circling and girdling roots at the time of planting.
- L. All trees must be planted in accordance with guidelines outlined in the University of Arizona's publication, AZ1022, Planting Guidelines: Container Trees & Shrubs.
- M. The Contractor will be held responsible for insufficient delivery of water if Contractor caused a disruption the water delivery system or did not notify Contract Administrator of irrigation problem(s).
- N. The Contractor shall not be responsible for damage to or destruction of plant material that is the result of vandalism or damage caused by others.
- O. The Contractor shall immediately notify the Contract Administrator of any disease or pest infestation that may result in the destruction of plant material and report the location and number of distressed, diseased, dead and missing plants to the Contract Administrator.
- P. In the event of disease or pest infestation resulting from the Contractor's improper plant maintenance, the Contractor shall be responsible for all plant material and labor costs required to restore Areas of Service to its original condition.
- Q. The Contractor shall stake any trees replaced during the contract period in accordance with ISA and City specifications: two 2" x 2" x 8' redwood stakes, or approved alternates, on each side of the tree (opposed), stakes shall not be located within the root ball, unless the tree no longer requires staking, as determined by the Contract Administrator.
- R. Immediately after windstorms, the Contractor shall check all contract areas for trees needing re-staking and retying and begin work to keep trees out of the streets and sidewalks.

4.4 PRUNING AND TRIMMING – When applicable to any Water Services site, Contractor shall:

- A. Have a Certified Arborist through the ISA or equal, or a Certified Tree Worker through the WCISA, and shall supervise all pruning and trimming of shrubs and trees by the Contractor's staff.
- B. Prune all shrubs and ground covers in an acceptable and consistent manner approved by the Contract Administrator(s).
- C. Remove all frost-killed plant material in the Spring no later than April 1 and at the discretion of the Contract Administrator(s).



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- D Provide renovation pruning during the appropriate season and to the proper plants at the discretion of the Contract Administrator(s).
- E Prune shrubs and ground covers to their semi-natural parameters, but not over 30" in height in traffic view corridors.
- F Prevent groupings of shrubs to create a hedge in accordance with Crime Prevention Through Environmental Design (CPTED) principles.
- G Trim all shrubs to a tapered base so as not to allow accumulation of debris at base of shrub.
- H Remove all invasive volunteer growing inside a ground cover, shrub or at the base of a tree immediately mechanically or manually along with the root.
- I Prune / trim to include the containment of vegetative growth a minimum of six inches (6") to the inside of the curb line and/or sidewalk, overgrowth into streets, sidewalks and pathways will be considered out of compliance.
- J. Shrub trimming intervals during the Spring/Summer season shall be per the schedule.
- K. Trim all shrub during the Winter/Fall season per the schedule.
- L. Shrub trimming intervals may be adjusted at the City's discretion.
- M. The Contractor's tree pruning shall be performed following ISA accepted practices, with no stubs, ripped bark or pollarding.
- N Remove water sprouts and suckers under 8 feet.
- O Have working knowledge of the American National Pruning Standards (A300) and ISA Tree Pruning Guidelines and shall adhere to the most recent edition of the American National Standard for Tree Care Operations (Z133.1).
- P Accomplish tree pruning with hand pruning saws, hand pole saws, hand pruners, loppers, gas powered chain saws, or electric trimming devices.
- Q Not blow or rake landscaping debris onto street, sidewalk or parking lot, all trimmings, clippings and debris which fall onto the sidewalks, streets, pathways and private property must be removed by the Contractor immediately.
- R When the Arizona Department of Environmental Quality (ADEQ) issues a High Pollution Advisory (HPA), the use of leaf blowers and gas-powered equipment on governmental properties is prohibited during the advisory period. It is the Contractor's responsibility to monitor HPA restrictions, in the event this standard is not met the Contractor will be issued an out of compliance notice in writing.
- S Remove dead, dying, diseased and broken portions of each plant; Inform the Contract Administrator of the quantity and location of dead plant removals in the weekly report.
- T Perform pruning in such a way that plant material does not create a visibility obstruction to vehicular traffic, shrubs not to exceed 30" inches in height within the site triangle.
- U Trim trees and shrubs and not allow them to grow into equipment, structures or buildings.



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- V Trim all sight obstructions within 24 hours of notification and kept trimmed to prevent recurrence.
- W Not remove shrubs without the approval of the City Contract Administrator.

4.5 TRASH/LITTER DISPOSAL – When applicable to any City Area of Service, Contractor shall:

- A Acknowledge receipt of Glendale’s “Policy ER-05 – Found Waste Policy (to address found potential harmful/hazardous materials).
- B Perform weekly or as needed trash/litter patrol.
- C Retrieve, remove and dispose all foreign material that is not part of the landscape, which includes but not limited to, trash, papers, cans, bottles, broken glass, feces, dead plant material, realty and yard sale signs, etc. from the contract areas and sidewalks, including any debris that is present along the curb and street. If a Contractor finds foreign materials that are not identifiable or are deemed potentially hazardous, Contractor shall adhere to Glendale Policy ER-05. If a Contractor finds foreign materials that are not identifiable or are deemed potentially hazardous, Contractor shall contact the Contract Monitor or Contract Administrator immediately.
- D Not disturb political signs and shall report any sight obstructions to the City of Glendale Contract Administrator(s).
- E Service areas that may include but are not limited to City of Glendale designated sidewalks, bridle paths, ROW shoulders, bike and pedestrian paths and any other City owned properties.
- F Fully cover all open bed trucks used for transporting waste.
- G Dispose of all debris and any other matter removed from the contracted area in compliance with Federal, State, County and City regulations.
- H Be solely responsible for any disposal fees (dumping charges) incurred.

4.6 DRAINAGE REQUIREMENTS – Contractor shall:

- A. Maintain the retention area landscaping to achieve a mature and attractive appearance while allowing the drainage elements to be fully functional at all times to their designed capacity. City properties have stormwater drainage features that function to retain property surface drainage. In most cases these consist of conveyances and retention basins that are integral to the landscaping. Typically, retention areas have trees, shrubs, and groundcovers located throughout.
- B. Maintain grates, catch basins, riprap, and curb openings to storm drains in a clear and unobstructed condition at all times.
- C. Remove landscape debris, leaves, trash, weeds, silt, rocks, or other materials from drainage structures and overflow ditches as a routine service such that free flow occurs through the intended conveyance to the storage component or retention basin.
- D. Remove all weeds, grass, trash, and debris from irrigation berms and swales to optimize stormwater conveyance and absorption.



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E. Maintain all lagoons at Water Services sites. Some lagoons have a plastic liner that must be kept clear of all vegetation. Contractor must take care with the liners. Contractor will be responsible for replacing/ repairing the liners as deemed necessary by the City, at Contractor's expense.

4.7 RAKING OUT OF DECOMPOSED GRANITE/SOIL AREAS – When applicable to any City Area of Service, Contractor shall:

- A. Contain decomposed granite in planted areas and will sweep it from all curbs, walks, driveways, and roads to provide a consistently tidy appearance.
- B. Rake non-flat surfaces in an upward direction.
- C. Backfill holes, potholes, ruts, settlement, depressions or undermines, and redistribute decomposed granite that eroded or washed away by irrigation leaks, excess rainfall, or slopes that are too steep.
- D. Maintain decomposed granite to a two-inch depth consistently throughout all landscaped areas and will ensure decomposed granite extends under all plant materials within landscape areas.
- E. Replace decomposed granite where it is worn away by foot traffic, or with approval from the City Representatives, may propose installation of an alternate pathway.
- F. Replace decomposed granite with the same type, color, and size gradation currently existing on the property. These may vary from one property to another. If a match cannot be made, Contractor shall submit a color and gradation sample as a proposed substitution. The sample must be submitted to the City Representatives for approval prior to ordering or replacing any material at any property.
- G. Furnish material; alternatively, the City may provide the decomposed granite and river rock material and request that Contractor to install it.
- H. Install granite per MAG Specification, Section 430, with the exception of pre-emergent applications. The decomposed granite shall be evenly distributed over the area with a minimum depth of two (2) inches. Finish grading will be accomplished, and the granite will be lightly watered and then compacted to an extent satisfactory to the Engineer.

4.8 IRRIGATION REQUIREMENTS – When applicable to any City Area of Service,

- A. The Contractor shall visually inspect the irrigation system each week for proper operation and provide notification of such to Contract Administrator. Inspection includes the furnishing of all labor and parts to replace missing emitters, bubblers and sprinklers.
- B. The Contractor is responsible for irrigation water delivery past the valves, through the piping, tubing, emitters and bubblers, and to plug all emitters not delivering water to plant material (missing plants). Valves, controllers and back-flow prevention devices will be maintained by the City.



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- C. Adjust and replace sprinkler heads to achieve maximum coverage and minimum overspray onto the street or sidewalks or any other area that is not intended for irrigation.
- D. The Contractor shall report location and number of missing plants to the City Contract Administrator.
- E. The Contractor shall flush the irrigation system after repairs have been made, using the control valves. The Contractor may ONLY repair control valves on irrigation systems at the direction of City Irrigation Technician and/or Contract Administrator.
- F. The Contractor shall repair control valves and control clocks on irrigation systems, when directed by the Contract Administrator, at the hourly rate established in the contract, plus parts or replacement components, as an addition to the monthly invoiced amount.
- G. The Contractor shall raise valve boxes to the level of the ground surface, if needed, when directed by the Contract Administrator(s).
- H. If an irrigation system is out of service due to the Contractor's neglect, the Contractor shall water by hand, or other means, in accordance with plant and vegetation needs, until the proper operation of the irrigation system is restored.
- I. The Contractor, at no expense to the City, must replace any plant material that is lost due to Contractor negligence.
- J. The Contractor shall maintain irrigation controllers with times specified by the Contract Administrator(s) in Facilities, Housing, Yellow and Black Lots.
- K. The Contractor shall coordinate with the Contract Administrator(s) as to where and when irrigation controller adjustments should be made, if the City's specified times need adjustments.
- L. The Contractor's notification of irrigation controller adjustments shall accompany the weekly report (including when controllers are turned off due to rain or repair).
- M. The Contract Administrator(s) shall have final say on irrigation controller settings.
- N. The changing of irrigation times by the Contractor, without the agreement of Contract Administrator(s), shall be considered non-compliance with the contract.
- O. The Contractor shall plug all emitters not delivering water to plant material at the Contractor's expense.
- P. The Contractor shall be held responsible for damage done to irrigation system components and plant material due to careless operation of their vehicles and maintenance equipment.
- Q. The Contractor shall repair all damaged components at their own expense, if damage is due to the Contractor's operation of vehicles and maintenance equipment.
- R. All repairs must be completed within 48 hours of identifying areas in need of repair.



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S Water by hand or use any other means in accordance with plant and vegetation needs, if an irrigation system is out of service due to Contractor's neglect.

T Test all spray heads after each mowing.

4.9 CHEMICALS AND PESTICIDES – When applicable to any City Area of Service,

A. The Contractor shall submit a list of proposed chemicals complete with current Safety Data Sheet (SDS) specimen labels and specific application rates to be used to the City Contract Administrator for approval ten (10) days prior to commencement of contract period.

B. Any additions or substitutions of the proposed chemicals must also be approved ten (10) days prior to chemical application.

C. Any deviation from the approved list without prior written approval of the City Contract Administrator shall be grounds for non-payment and termination of contract.

D. All chemicals and pesticides used must have Environmental Protection Agency (EPA) registration and State of Arizona Office of Pest Management (OPM) approval.

E. The Contractor's materials, techniques and processes shall comply with all federal, state, and local laws, regulations, standards and ordinances pertaining to health, safety and environmental protection.

F. The Contractor's failure to comply with all federal, state, and local laws, regulations, standards and ordinances pertaining to health, safety and environmental protection shall be grounds for non-payment and immediate termination of contract.

G. The Contractor and personnel performing the required pest, insect, weed, and disease control services shall be licensed by the State of Arizona to perform the required services as approved by the State of Arizona OPM.

H. The Contractor shall provide a list of all certified applicators, copies of licenses, certifications, and up-to-date training certificates when requested by the City.

I. The City Contract Administrator may request verification of certifications during the term of the contract.

J. The Contractor shall track all chemicals, herbicides, pesticides, types, brands, quantities, associated application ratios for Storm Water NPDES reporting and shall provide information when requested by the City Contract Administrator.

4.10 PRE-EMERGENT HERBICIDE APPLICATION (SPRING AND FALL APPLICATION)

When applicable to any City Area of Service:

A. The Contractor should not apply herbicide on windy days when there is a high chance of drifting.

B. The Contractor shall treat all weeds and grasses with an appropriate herbicide before the weeds and grasses reach a height of six inches (6") and the weeds and grasses must be mechanically removed.



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- C. The Contractor's post-emergent chemical applications shall include an ultra-violet colored dye in a sufficient amount to be visible for five (5) days after herbicide applications.
 - D. In the winter the Contractor shall control weeds in a similar manner, but the use of a 2-4-D broad leaf herbicide is not permitted.
 - E. The Contractor shall not use soil sterilant of any type.
 - F. The Contractor shall ensure all applications shall include all decomposed granite, decorative rock and non-landscaped bare areas per label instructions for long-term (12-month) control: one fall application (September – November) and one spring application (February – April).
 - G. Prior to application, the Contractor shall assure all trash, litter, debris and all foreign material is cleared from the area to allow the pre-emergent to make direct contact to the soil.
 - H. All pre-emergent applications shall be watered in within fourteen (14) days of the pre-emergent application at the Contractor's expense.
 - I. The Contractor shall submit to the City Contract Administrator the schedule of applications ten (10) workdays prior to application.
 - J. The Contractor's failure to submit schedule as prescribed may be grounds for termination of contract.
 - K. The Contractor shall obtain pre-emergent certifications for each seasonal application and submit the pre-emergent certifications to the City Contract Administrator upon completion.
 - L. The Contractor shall track all chemicals, herbicides, pesticides, types, brands, quantities, associated application ratios for Storm Water NPDES reporting and shall provide information when requested by the City Contract Administrator.
- 4.11 **POST-EMERGENT- WEEDS/GRASS** – When applicable to any City Area of Service,
- A. The Contractor shall treat all weeds and unwanted grasses with an appropriate herbicide before the weeds and grasses reach a height of three inches (3") and the weeds and grasses must be mechanically or manually removed once the weeds have died from the chemical treatment.
 - B. The Contractor's post-emergent chemical applications shall include an ultra-violet colored dye in an amount to be visible for five (5) days after herbicide applications.
 - C. In the summer the Contractor shall control dicots, monocots and nut sedge by the use of an herbicide (e.g., Round Up) or, other approved equal or substitute labeled to kill undesired weeds, plants and grasses, by the Contract Administrator(s,) per the label instructions.
 - D. In the winter the Contractor shall control weeds in a similar manner (as described above in this section). The use of a 2-4-D broad leaf herbicide is not permitted; the chemical must be approved by Contract Administrator(s).



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- E. It is the City's preference to manually remove weeds that exceed 6" inches in height and width to provide immediate eradication and aesthetically pleasing landscape.
- F. The Contractor shall not use soil sterilant of any type.
- G. The Contractor shall track and submit all chemicals, herbicides, pesticides, types, brands, quantities, associated application ratios for Storm Water NPDES reporting and shall provide information on weekly reports to the City Contract Administrator.

4.12 REPAIRS OR REPLACEMENTS OF DAMAGED PLANT MATERIAL – When applicable to any City Area of Service:

- A. The Contractor shall be responsible for any adverse effects or death of plant materials, due to the application of chemicals, runoff and drift onto adjacent properties.
- B. Damaged flora shall be reported to City Contract Administrator immediately; the Contractor will be considered non-compliant if not reported promptly.
- C. The Contractor, at his own expense, shall make all repairs or replacements of damaged plant material within a two-week period once approved by the City Contract Administrator; and the Contract Administrator will determine the scope of damage and approve all repairs and plant replacements

4.13 PEST, DISEASE AND INSECT CONTROL – When applicable to any City Area of Service,

- A. The Contractor shall immediately contact the City Contract Administrator, concerning pest, insect infestations and plant diseases.
- B. The Contractor or the Contractor's on-site supervisor shall have the knowledge to diagnose and recommend proper procedures for the control of insects, pests, and disease.
- C. The Contractor shall also be responsible for all damages resulting from improper pest, disease and insect control procedures or the failure to take reasonable precautions to control insects, pests or diseases.
- D. The Contractor shall control gophers, ground squirrels, bees, wasps and other pests which burrow, crawl, fly, nest or otherwise reside on the work site.
- E. The Contractor shall make recommendation of method and shall furnish all chemicals, rodenticides, insecticides, equipment and labor necessary to provide pest control at all City-designated areas.
- F. The Contractor services shall include clean-out and control of all pests.
- G. The Contractor shall notify the Contract Administrator, of infestations.
- H. The Contractor shall obtain the approval of the City Contract Administrator for any procedures to be used before the Contractor applies any chemicals.
- I. All chemicals and pesticides used by the Contractor for this contract must have EPA registration and State of Arizona OPM approval.



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- J. All of the Contractor's materials, techniques and processes used for this contract shall comply with all Federal, State, local laws, regulations, permits, standards and ordinances pertaining to health, safety and environmental protection.
- K. The Contractor's failure to comply may be grounds for non-payment and termination of contract.
- L. The Contractor and the Contractor's personnel performing the required pest, insect, weed, and disease control services shall be licensed by the State of Arizona to perform the required services as approved by the State of Arizona OPM.
- M. The Contractor shall submit a list of all certified applicators employed by the Contractor.
- N. The Contractor shall submit copies of current licenses and certifications for the Contractor as well as for each of the Contractor's certified applicators.
- O. The City may request verification of certifications during the term of the contract.
- P. All testing for disease shall be conducted by a reputable testing agency.

4.14 AQUIFER RECHARGE FACILITY (ARF) SCOPE OF SERVICES – This applies to Water Services Department (WSD) Site No. 37:

- A. Weekly Maintenance - Contractor shall:
 - 1. Mechanically remove all organic and vegetative materials within the fenced area of the ARF including the aquifer recharge basins, basin berms and walls, along fence lines, retention areas, and roads.
 - 2. Remove vegetation and debris from the grounds in and around the front gate area leading into ARF during every visit.
 - 3. Restore berm materials eroded into the basin to maintain erosion control. Manual/mechanical means shall be the only approved method of removal (no chemicals shall be used).
 - 4. Remove and dispose of all debris generated from this work.
- B. Seasonal Maintenance (Months of June, August, November and March) - Ripping and Grading of Basins – Contractor shall:
 - 1. Rip all basin beds to a depth of 12" (not exceeding 15") making two (2) perpendicular passes and one (1) diagonal pass.
 - 2. Upon completion of ripping, grading may be required to restore a relatively flat basin bed. This task shall be coordinated with the Western Area Water Reclamation Facility Supervisor or their designee to avoid damage to underground basin piping.
 - 3. Remove and dispose of all debris generated from this work.
- C. EROSION CONTROL – Contractor shall:
 - 1. Upon request by the City, maintain the integrity of the basin side slopes by removing river rock materials from the basin beds and placing them on the basin side slopes. This shall include repairing, and re-shaping basin side slopes and ramps, as necessary.



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2. Remove and dispose of all debris generated from this work.
3. Supply labor and equipment (tractor, front end loader, etc.) as necessary to perform the contracted services.

5. GENERAL LANDSCAPING REQUIREMENTS

Contractors shall comply with the following requirements for ALL City of Glendale Areas of Service:

- 5.1 Furnish all supervision, labor, materials, tools, supplies, fertilizers, herbicides, post and pre-emergent, equipment, any incidentals, vehicles necessary to provide landscape maintenance; and incidental and customary work necessary to fully and adequately provide landscape maintenance services.
- 5.2 Perform all work during daylight hours. No work will be performed on weekends without prior approval from the City Contract Administrator.
- 5.3 Work shall be performed Monday through Friday, excluding holidays. The City observes the following holidays. New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. If the successful Contractor wishes to work on any of the specified holidays, the Contractor shall coordinate an approval with City Contract Administrator(s).

The Contractor shall provide an electronic monthly schedule(s), two weeks prior to the start of the month to be serviced and shall provide completed work schedules no later than one week after the month is which work was completed. The Contractor should use the City's Smart Sheet application when requested by the City.
- 5.4 Use only chemicals registered and approved by the Environmental Protection Agency.
- 5.5 Provide materials, techniques and processes that comply with Federal, State, local laws, regulations, standards and ordinances pertaining to health, safety and environmental protection.
- 5.6 Maintain a local office with contact availability during normal working hours, Monday through Friday, 8am to 5pm.
- 5.7 At times a City Representative will call with an emergency. Contract must respond within 4 hours.
- 5.8 Not to disturb posted political signs while performing services under this Contract.



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- 5.9 Accomplish all work with a minimum of traffic interruption or pedestrian impediment.
- 5.10 Ensure all its employees have a legal right to work in the United States.
- 5.11 When applicable, Contractors shall not allow any person that is not an employee in the work area unless prior approval is given by the City's Contract Administrator.
- 5.12 During the last quarter of the contract, the City Contact Administrator shall make a final inspection to determine the condition of all landscape areas. Items found to be improperly maintained by the current Contractor will be listed and evaluated by the City Contact Administrator for that Area of Service. The City Area of Service contact shall arrange for any repairs to be made and the costs for such repairs shall be deducted from final payment.
- 5.13 **STORM DAMAGE CLEAN-UP** Occasionally, when storm or natural emergency occurs, the City may request Contractors for storm damage clean-up. Standard clean-up time for storm damage is within 24 hours of reported damage.
- If damage occurs and is deemed by the City Contract Administrator as an emergency, it must be responded to within two (2) hours. Upon written approval by the Contract Administrator, Contractors may bill the City of Glendale on a time and materials basis. Clean-up should be completed reasonably within the same business day.
- 5.14 **EXTRA SERVICES AS REQUESTED** Occasionally the City may have a need for additional landscaping services. The price for labor, miscellaneous services, and installed materials will be used for that purpose. However, the City reserves the right to seek quotes from other Contractors and utilize them if it is determined to be in the best interest of the City.
- 5.15 **EMPLOYEE IDENTIFICATION**
- A. For visibility to traffic and for personnel safety, the Contractor must provide, and each of the Contractor's employees must wear, a uniform, shirt or vest bearing the Contractor's name and/or logo.
 - B. The uniform, shirt or vest must be fluorescent yellow/red/or orange with Type II reflective strips.
- 5.16 **CONTRACTOR DEDICATED EMPLOYEES, EMPLOYEE CONDUCT AND CONTACT INFORMATION**
- A. The Contractor shall provide supervision and on-the-job training to ensure competent performance of the landscape maintenance work. City reserves the right to have an individual removed from this contract due to inappropriate behavior towards staff or citizens.



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- B. The Contractor shall furnish at least one field supervisor (working foreman) for the contract.
- C. The Contractor shall have a field supervisor available during working hours for coordination with the City.
- D. The City has the right to review the qualifications of the supervisor and if the City does not feel the supervisor is qualified, the Contractor shall remove him/her from that position.
- E. The Contractor shall provide an alternate contact in the event the Contractor's field supervisor is not available.
- F. The Contractor shall provide to the Contract Administrator(s) number, an email address, and a mobile phone number for the Contractor's field supervisor.
- G. The Contractor's job manager, supervisors and service personnel using herbicides must be fluent in the English language due to the necessity to read chemical labels, job instructions, and signs, as well as the need for conversing with City management personnel and the public.
- H. Each of the Contractor's work crews shall have a minimum of one person who is able to speak fluent English. The Contractor is responsible for compliance with all immigration and naturalization legal requirements and shall be responsible for any accidents due to contract employees being non-proficient in the English language.

5.17 EQUIPMENT

- A. The Contractor shall provide and maintain during the entire period of this contract, equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.
- B. The Contractor shall furnish to the Contract Administrator(s) a list identifying all equipment to be used in fulfilling this agreement, within 10 days of contract, and notify the City of any additions or deletions.
- C. All the Contractor's vehicles and trailers transporting herbicides and their application equipment shall display proper State of Arizona licensing information and adhere to all labeling and transporting procedures as specified by the State of Arizona regulations.
- D. The Contractor shall maintain all the Contractor's equipment in good repair, appearance and sanitary condition at all times. The Contractor shall perform regular maintenance activities to reduce leaks, spills, or other unintended discharges of chemicals associated with the application of chemicals.
- E. All the Contractor's handheld power equipment, i.e., blowers, weed eaters, trimmers, hedgers, chain saws, etc., is preferred to be low emission, four-cycle or electric powered, other gas powered two-cycle equipment is permissible.
- F. When the Arizona Department of Environmental Quality (ADEQ) issues a High Pollution Advisory (HPA), the use of leaf blowers and gas-powered



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equipment on governmental properties is prohibited during the advisory period. It is the Contractor's responsibility to monitor HPA restrictions.

- G. All vehicles used by the Contractor must be appropriately licensed, insured, and clearly identified with a vehicle number, name of the company, and phone number on each side of the vehicle. The vehicle number, name of the company, and phone number letters shall be easily identifiable and seen.
- H. The Contractor shall maintain herbicide application equipment in proper operating condition by adhering to any manufacturer's conditions and industry practices, and by calibrating, cleaning and repairing such equipment on a regular basis to ensure effective pesticide application and pest control.
- I. The Contractor must ensure that the equipment's rate of herbicide application is calibrated to deliver the precise quantity of pesticide needed to achieve greatest efficiency against the target pest.

5.18 WATER/ELECTRICITY

- A. The Contractor must comply with all Maricopa County dust control regulations.
- B. The City will furnish all water and electricity for the irrigation of City plant material.
- C. The Contractor shall furnish all water needed for the watering-in of pre-emergent and the spraying of fertilizers and chemicals.
- D. Penalties may be assessed for wasting of water. Wasting water is a violation of the City of Glendale Ordinance No. 1659. Chapter 30 Article 1, Section 30-4.

5.19 QUALITY CONTROL PROGRAM

The Contractor's approved quality control program shall include, but not be limited to, the following: an action plan outlining performance levels, frequency of inspections, work schedules, staffing levels, name of contract person for follow-up and type of equipment to be utilized.

5.20 CITY'S PERFORMANCE METRICS FOR DESIRED, ACCEPTABLE AND UNACCEPTABLE OUTCOMES

The City strives to work with Contractors to achieve the highest level of workmanship and maintain excellence in service to its residents, visitors and stakeholders. Below are metrics that the City will use to monitor Contractors' performance. Any score below 80 in any of the metrics may result in a deficiency notice and subsequent request for correction to the Contractor as per Section 5.21 and 5.22.



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METRIC NO.	PERFORMANCE EVALUATION CRITERIA	DESIRED 90-100 POINTS	ACCEPTABLE 80-89 POINTS	UNACCEPTABLE 70-79 POINTS
1	Decreased citizen request for service, complaints, filing of claims. Frequency: Weekly, Monthly and/or yearly reports performed by Contract Monitors and Administrators.	Contractor has no performance or work quality deficiencies. As a result, City does not receive any complaints or citizen request for service.	Acceptable work quality with limited number of complaints or citizen request for service.	Inferior work quality with excessive number of deficiencies leading to multiple complaints and citizen request for service.
2	Periodic surveys will be conducted with contract monitors and stakeholders to evaluate Contractors' performance. Frequency: Performed annually or bi-annually at 5-6 months before the contract is renewed.	Contractor consistently performs and completes work within schedule. Workmanship is aesthetically superior.	Contractor performs work within schedule. Workmanship is aesthetically acceptable. City occasionally requires rework.	Contractor consistently misses scheduled timeframes. Requires consistent reminders. Workmanship is unsatisfactory.
3	Decreased costs associated with plant replacement Frequency: Annually. The first year is used to develop a baseline. This will be dual effort between	Contractor diligently maintains plant quality resulting in decrease replacement plant cost.	Contractor occasionally needs plant replacement.	Contractor consistently needs to replace plants due to poor maintenance.



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	the City and Contractor.			
4	City of Glendale water bill savings Frequency: Annually (or monthly for Facilities). Used as comparison for past and future years. City Division will provide trends of water usage to Contractor. Contractor to provide evidence of program or repairs made to decrease water waste.	Contractor diligently implements water conservation programs and manages the irrigation system well resulting in City water savings.	Contractor adequately manages the irrigation system.	Contractor consistently neglects to maintain irrigation system resulting in water waste.

5.21 INSPECTIONS – CONTRACTOR’S AND CITY’S

- A. The City’s monitoring (inspections) shall include every facet of operations in these detailed specifications.
- B. The Contract Administrator(s) will serve as monitor to oversee adherence to the contract and to assist in resolving problems as they occur.
- C. The Contractor shall perform maintenance inspections weekly during daylight hours of all sites to ensure compliance, and inspections shall be included in the weekly reporting process.
- D. The City’s monitor provides continuing inspection of all sites to ensure adequacy of maintenance and that methods of performing the work comply with the specifications.
- E. The City’s monitor shall note discrepancies and deficiencies in the work in writing and, unless it is an emergency (in which case a phone call will suffice), shall be brought to the attention of the Contractor’s representative.
- F. The Contractor shall correct all work discrepancies and deficiencies identified in writing in a timely manner as allowed by the Correction Time Limit Schedule (below).
- G. Failure to correct areas named deficient by the City within the limits of this Correction Time Limit Schedule may result in termination of the contract for default, unless written extensions have been authorized.



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5.22 DEFICIENCIES IN WORK, PENALTIES AND REMEDIES

- A. The Contractor's performance may be monitored on a monthly basis and more frequently when needed.
- B. In the event the Contractor's performance does not meet one or more of the performance standards described herein, the Contractor will be given written notice setting forth the deficiencies to be corrected to the City Contract Administrator(s) approval.
- C. In the event that the Contractor is issued a second notice, a reduction of 10% of the monthly billing will be imposed by the City.
- D. If Contractor receives more than three (3) documented notices in one calendar year, they may be terminated if any of the following items exists upon inspection:
 - 1. Trees, shrubs or ground covers not pruned or pruned in an unacceptable manner (i.e. improper stubs, ripped or torn bark, etc.)
 - 2. Litter and or trash repeatedly exists in areas that should have been removed.
 - 3. Weeds still exist in areas; including weeds which have died after a chemical application.
 - 4. Damage to trees and shrubs caused by mower and line trimmer and other equipment or tools.
 - 5. Turf not mowed as per contract specifications.
 - 6. Turf areas show continued signs of stress, discoloring brown or yellow, bare spots; exception is turf that is permitted to go dormant during the Fall and Winter months.
 - 7. When damages to City property or private property occurs as a result of Contractor's negligence, the City will arrange for repairs to be made and the costs for making repairs to the areas will be deducted from Contractor's payment for the month in which the incident occurred. The Contractor will be given the first right of refusal and opportunity to repair the damages at their expense upon the approval of the City of Glendale Contract Administrator.
 - 8. Not submitting documents such as monthly schedules, completed schedules, invoices, reports and spray logs.
- E. In the event the Contractor has been notified of a deficiency and the deficiency is not corrected, the City may perform the services using City personnel or by a separate contract.
- F. The Contractor shall not have the exclusive right for landscaping services during the term of this contract and all renewals thereof, within the City.
- G. Additional issues that shall constitute non-compliance and are grounds for termination of contract are as follows:
- H. Revocation, termination, surrender or lapse of Contractor's certification(s) during the term of the contract. and
- I. Revocation, termination, surrender or lapse of any insurance required by federal, state or local agencies.



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- J. Failure to make the necessary corrections based on the Deficiency Correction Time Limit schedule.

5.23 DEFICIENCY CORRECTION TIME LIMITS

In the event the Contractor has been notified of a deficiency, the Contractor shall correct the deficiency within the following time limit for each activity:

Site Inspection/Cleaning	1 Working Day
Visual Obstruction	1 Working Day
Submitting landscaping schedule	2 Working Days
Pruning & Tree maintenance	1 Working Day
Mowing	2 Working Days
Weed Control	3 Working Days
Dead Plant Removal	2 Working Days
Pest Control	5 Working Days
Drip/Bubbler Maintenance	2 Working Days

5.24 SAFETY – When applicable to any City of Glendale Area of Service, Contractor shall:

- A. Use barricades and caution tape in areas under repair that are not constantly supervised by Contractor.
- B. Provide and maintain all barricades when approved by the Contract Administrator.
- C. Not restrict travel lanes or sidewalks on arterial roadways between the hours of 6am-8:30am & 4pm-6pm.
- D. Use City-approved barricades, warning lights, and notices and in accordance with the latest edition of the “City of Phoenix Barricade Manual for Traffic Control” manual.
- E. Utilize turn-bays or deceleration lanes, when possible, for temporary parking of vehicles and equipment. If this isn’t possible, Contractor shall pull vehicle completely off of roadway, and not on or across the sidewalk.
- F. Use 28-inch cones to warn and restrict traffic from entering area where equipment is stored.
- G. Have appropriately licensed, insured, and clearly marked and identifiable vehicles with a vehicle number, name of the company, and phone number on each side of the vehicle.
- H. Use a barricade company that is certified in the city of Glendale to set and pick all lane restrictions that are longer than 45 minutes.
- I. Use arrow boards when work groups are working in lanes of traffic and may utilize a ‘rolling lane closure’ as long as vehicles aren’t stopped for longer than 40 minutes.
- J. All employees in work area must wear a Type II reflective vest.



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5.25 ACCIDENT PREVENTION, PROTECTION OF THE PUBLIC AND BARRICADING – When applicable to any City of Glendale Area of Service,

- A. The Contractor shall provide and maintain all barricades and other barriers related to the Contractor’s work during the period of the contract.
- B. The Contractor’s work shall be accomplished with a minimum of traffic interruptions.
- C. The Contractor’s use of barricades, electric warning lights and notices must be approved by the City’s Traffic Engineer or designee
- D. City-approved barricades, warning lights, and notices shall be erected and maintained by the Contractor in strict accordance with the latest edition of the “City of Phoenix Barricade Manual for Traffic Control”, should the need arise.
- E. The Contractor must submit all requests for street lane closures to the City Traffic Engineering Department (623-930-2950) and must receive Traffic Engineering Department approval prior to lane closures.

5.26 HAZARD AND SAFETY REPORTING – When applicable to any City of Glendale Area of Service,

- A. The Contractor shall, during the normal work hours, obtain emergency medical care for any member of the public in need of such care due to illness or injury occurring on the work site.
- B. The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring on site, including a prompt report within one day thereof to the Contract Administrator(s), if the accident or death occurred within City of Glendale boundaries.
- C. The City, through its designees, reserves the right to issue immediate restraints or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under the contract.
- D. The Contractor shall report immediately to the Contract Administrator(s), all hazardous conditions in the City contract areas.
- E. The Contractor shall report immediately to the Contract Administrator(s), spills of any chemicals that enter the streets/gutters, storm drain system, sanitary sewer, or that may cause an adverse impact to the safety of humans or the environment.

5.27 CONTRACTOR RESPONSIBILITIES – Contractors shall be responsible for the following in any applicable Scope of Work. Failure to comply shall be sufficient grounds for non-payment and immediate termination of Contract.

- A. Monitor and inspect landscaping areas of service weekly during daylight hours to ensure compliance.
- B. Maintain landscaped areas with proper mechanical and chemical application as necessary to ensure contracted areas are free of weeds and unwanted grass.



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- C. Treat all unwanted grasses and weeds with appropriate herbicide prior to mechanical removal, weeds which have been chemically treated shall be removed once they are completely dead.
- D. Be accountable for any material, plant life, irrigation and property damaged as a result of his/her service.
- E. Be accountable for the replacement of plants that die from lack of care, and inappropriate use of pesticides or chemicals.
- F. Be accountable for insufficient watering; if Contractor caused disruption of water delivery system or did not notify the Contract Administrator or staff of irrigation problem and be financially responsible to rectify any damages which occurred due to insufficient watering.
- G. Be responsible for the replacement of damage to, or destruction of, trees, shrubs, and groundcover resulting from performance or lack thereof in accomplishing the scope of the contract.
- H. Not be responsible for damage to or destruction of plant material that is the result of vandalism or damage caused by others.
- I. Be responsible for the re-staking, when needed, all trees that are staked at the beginning of the contract.
- J. Submit a list of proposed chemicals complete with current Safety Data Sheet (SDS), copies of chemical specimen labels for products used for contracted services, and specific application rates when requested.
- K. Submit all spray log applications along with all completed work schedules at the end of each week.
- L. Not waste water as wasting water is a violation of City Ordinance No. 1659, Chapter 30, Article 1, Section 30-4.
- M. Not use blowers on high pollution advisory days.
- N. Submit monthly work schedules and completed work schedules.
- O. Provide adequate staffing levels to meet the desired outcomes and fulfill the contract scope of work.

5.28 CITY RESPONSIBILITIES - the City's Contract Administrator(s) shall:

- A. Prior to commencement of work, schedule a kick-off meeting with Contractor(s) and their Supervisor to discuss the operational plan for the contracted work. Discussions shall include:
 - Walk-through contracted site(s).
 - Finalize Work Schedules with Contractor (shall include tasks, frequency of work, number of workers performing each task).
- B. Monitor every facet of services described and to be performed in the Scope of Work.
- C. Contact Administrator shall be available for questions and respond to issues raised by landscaping Contractor as needed.
- D. City shall furnish all water for the irrigation.
- E. Meet with Contractor on a monthly basis.
- F. Inform the Contractor verbally and in writing of non-compliance.
- G. Provide and review the Contractor with the City of Glendale's inspection form and expectation.



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- H. Develop an electronic workorder tracking system such as Smart Sheet or a comparable program.

6. OTHER CONTRACTUAL REQUIREMENTS

Contractors shall comply with the following requirements for ALL City of Glendale Areas of Service.

- 6.1 **Absolutely** no petroleum products are allowed.
- 6.2 **Contractor** must notify designated City Representative when you arrive **and** when you leave the property.
- 6.3 **Contractor** must provide a list of chemicals that will be used for this service with their offer.
- 6.4 **Term.** The term of the resultant contract shall be for a two (2) year initial term.
- 6.2 **Option to Extend.** Based on satisfactory Contractor performance, the City, may at its option and upon mutual agreement with the Contractor, extend the term of this agreement for an additional three (3) years renewable on an annual basis. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the original contract period.
- 6.3 **Quantities.** Quantities listed in this solicitation are the City's best estimate only. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.
- 6.4 **Brand Name or Equivalent.** There are a number of products that have been determined, through evaluation or testing, to be equivalent to the requirements of the specifications. The list of these brands is not intended to limit or restrict competition. Rather, it is to set the standard of quality, design, performance and characteristics of the products specified herein. Any bid which proposes products that are of equivalent quality, type of material, design and performance will be considered if sufficient evidence and information is given to establish it as equivalent and the City determines the product to be equivalent to the brand name and specifications.
- 6.5 **Performance of Service.** Performance of the required services shall be completed in accordance with the Scope of Work
- 6.6 **Changes to Products or Services.**
 - A. The City reserves the right to expand or delete landscaping service requirements and/or Areas of Service at any time during the contract period when it is deemed to be in the City's best interest. Any changes shall be done with an Amendment agreed to by both parties.



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- B. In the event of a substitution or deletion, the City will provide the Contractor with ten (10) days written notice prior to the date of discontinuance or maintenance services and responsibilities.
- C. In the event of additional service requirements and/or Areas of Service, the City and Contractor shall agree upon changes in writing by completing an Amendment to the Agreement.
- D. In the event the City and the Contractor cannot agree on additional service charges, the City reserves the right to perform the additional services with City personnel, or other outside contract services.
- E. The City reserves the right to make changes to the landscape schedule(s) when it is deemed to be in the City's best interest.
- F. The Contractor shall not be compensated for the loss of work due to deletions or substitutions to the Contract.

6.7 **Safety Standards.** Products, equipment and supplies supplied by the Contractor under this contract shall comply with the current applicable federal, state and local laws and standards.

6.8 **Defective Products and Services.** All defective products/services delivered to the City shall be replaced and exchanged by the Contractor. The cost of replacing the product/service and other similar expenses shall be paid by the Contractor.

6.9 **Subcontractors.** When subcontractors are used in the performance of certain functions under the contract, subcontractors shall be subject to the same terms and conditions as the Contractor.

6.10 **Post-Award Conference.** After award of the contract, the Contractor may be required to attend a post-award conference when requested by the City.

6.11 **Pricing.** Contractor's pricing shall include, but is not limited to, labor, salaries, employee benefits, vehicles, equipment, tools, materials, supplies, fuel, travel expenses, shipping, licenses, fees, insurance, profit, and any other associated direct or indirect costs necessary to provide the requested product and services (except sales taxes). Sales tax shall not be included in the Unit Price.

All prices quoted shall be firm and fixed for the specified contract period. The City shall NOT be invoiced at prices higher than those stated in the resultant contract. Other than contract pricing, NO additional cost, fees or surcharges shall be allowed by the City.

6.12 **Price Changes.** Contractor may submit a request for price adjustment **90 days prior** to the contract renewal date. The request shall be in writing and include supportive justification for the proposed price changes. Supporting justification may include cost increase that was clearly unpredictable at the time of the bid and is directly correlated to the price of the product; formal



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announcement from the manufacturer that the cost of the contract product has been increased, etc.

The City will review the request and will determine if the price adjustments shall be granted or if an alternate option is in the best interest of the City. The price adjustment, if approved, will be effective the following contract period.

6.13 Permits and Licenses. The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

6.14 Liquidated Damages. If the Contractor fails to perform the services within the time specified in this contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay the City a fixed, agreed liquidated damage of \$150.00/day for each calendar day of delay. The successful Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the Contractor. The City shall determine what is beyond the control of the Contractor and his supplier.

6.15 Order Acceptance. Work products/services delivered to the City will be subject to a complete inspection by the Department. Inspection criteria includes conformity to the specifications, quality and performance standards.

The Contractor shall be fully responsible for shipping charges for replacement products to correct items not in compliance with specifications and/or work quality.

6.16 Damage to City Property. When damages to City property occurs as a result of Contractor's negligence, the City will arrange for repairs to be made and the costs for making repairs to the areas will be deducted from final payments to the Contractor.

6.17 Billing or Invoicing. Contractors shall provide a detailed monthly invoice which includes the following:

- City Purchase Order number
- Itemized products or services rendered
- Identify Area of Service or location
- Separate line item for any product discount (if applicable)
- Separate line item for sales tax



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- Invoice for any items purchased and charged to the City (example: replacement plants, granite, etc.)

6.18 **Emergency Business Services.** During an emergency, natural disaster or homeland security event, there may be a need for the City to access the Contractor's services when needed. All products or services provided to meet an emergency request shall be supplied as per the contract prices, terms and conditions. In general, emergency orders may be placed using a City Procurement Card.

6.19 **Contract Administration.** Designated Department Contract Administrators or their designee shall perform all Contract Administrative functions associated with this document.

7. HOW WE CHOOSE

7.1 SCORING RESPONSES

The evaluation criteria are weighted in accordance with the Submission Requirements. Your response will be rated as follows:

- 40% Experience, proven performance, and qualifications
- 25% Method of Approach
- 25% Capacity of Offeror
- 10% Cost

7.2 **EVALUATION PANEL:** Submittals will be evaluated by a panel based on the stated criteria and are responsible for selecting the proposal that is most advantageous to the City.

7.3 **PANEL CONTACT:** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.

7.4 **INTERVIEWS:** City may ask some or all Offerors to participate in an interview at any point during the evaluation process but is not required to do so. Information gathered in an interview will be used by the panel to make a selection. Offeror is responsible for any costs incurred to participate in an interview.

7.5 **ADDITIONAL INVESTIGATIONS:** The City reserves the right to conduct any additional investigations necessary to evaluate the competence, financial stability, and overall qualifications of any Offeror. This may include, but is not limited to, reviewing past contract performance, verifying financial statements, and assessing the Offeror's ability to successfully fulfill the requirements of this solicitation.

7.6 **BEST AND FINAL OFFERS:** City may request best and final offers and will determine the scope and subject of any best and final request.



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7.7 **PROPOSAL EVALUATION:** City reserves the right to secure additional information from the Offeror in various forms and to award based on submitted information.

8. NOTICE OF INTENT TO AWARD

Information about the recommended award for this solicitation will be posted [here](#) and will be available immediately after the City has completed its evaluation process. Questions regarding the notice of intent to award must be directed to the listed Procurement Officer immediately. All Offerors recognize and agree that once a Notice of Intent to Award is issued by the City, all documents in the City's Procurement file related to this RFP are public records available to any party interested in reviewing them.

9. FILING A PROTEST

Offeror may file a protest regarding the Notice of Intent to Award. To be considered valid, the protest must:

- Be submitted in writing to the Finance Director no later than:
 - Seven (7) calendar days after the protestor knew or should have known the basis of the objection, or
 - Fifteen (15) calendar days after the Notice of Intent to Award has been issued, whichever is shorter.
- Specifically identify the objection to the award;
- Provide the name, address, telephone number and email address of protestant;
- Include the identification of the solicitation or contract number;
- Provide a detailed statement of the legal and factual grounds of the protest, including copies of relevant supporting documentation at the time of filing; and
- Include the form of relief requested.

The Finance Director has the authority to determine if a protest has been submitted timely. Untimely protests will not be considered and will be dismissed.

If a protest is submitted within the required timeframe, the Finance Director will review all information and documentation provided. After consulting with the City Attorney's Office, the Finance Director will issue a written determination indicating whether the requested relief is accepted, rejected, or modified. A final decision will be issued within fourteen (14) business days of receiving the protest. If no decision is issued within this timeframe, the protest will be considered denied.

By submitting a proposal, the Offeror acknowledges and agrees to abide by the City's procedures for bid protests and public record requests.

10. WITHDRAWAL OF PROPOSAL

Offeror may withdraw a submitted proposal at any time prior to the specified solicitation due date and time through the City's online bidding system.



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Withdrawals must be made by the Offeror or designated representative listed on the proposal. Telephonic or oral withdrawals cannot be accepted.

11. OFFER ERRORS OMISSIONS AND CORRECTIONS

City will not be responsible for any offeror's errors or omissions. Any corrections shall be submitted through the City's online bidding system prior to due date and time of the RFP. No corrections will be permitted after the offers have been opened.

12. COMPETITIVE NEGOTIATIONS

City may negotiate with multiple Offerors at the same time. Negotiations may result in changing the conditions, terms, or price of the proposed contract for the benefit of the City unless prohibited herein. All Offerors shall be treated fairly and equally while conducting negotiations and the City is prohibited from disclosing any information submitted by competing Offerors. Entering negotiations does not constitute a contract award or confer any rights to Offerors. The City may formally terminate negotiations and enter into concurrent or exclusive negotiations with the next most qualified Offeror/s if it is in the City's best interest to do so.

13. NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS

City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Procurement Division employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

14. PROPRIETARY INFORMATION

Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.



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Offerors acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

15. SUBMISSION CHECKLIST

This section provides an overview of the submission instructions including a checklist to aid in the submission of complete proposals. Offerors shall complete the fillable "RESPONSE WORKBOOK" attachment and submit as their proposal.

Vendors are strongly advised to read this section in its entirety and complete the checklist to avoid disqualification. **Please note that the City will NOT be able to consider proposals that are submitted late or that do not follow these guidelines.**

The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

Checklist for Submitting Proposal	Complete (✓)
Submission Requirements	
OFFER SHEET (Response Workbook) Offeror Name Offeror Address	
1. EXPERIENCE, PROVEN PERFORMANCE, QUALIFICATIONS	
2. METHOD OF APPROACH	
3. CAPACITY OF OFFEROR	
4. COST (Must be submitted in a separate electronic file – COMPLETED PRICING WORKBOOK)	
Reminder: submit the list of chemicals to be used	
ADDENDUM RESPONSES (if applicable)	
Return of Offer	



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- Electronic copies of all "SUBMISSION REQUIREMENTS" listed above. Pricing Workbook must be submitted separately from the rest of the proposal.

16. SUBMISSION REQUIREMENTS

For this proposal, you must provide a completed OFFER SHEET in addition to answering the questions identified in the REQUIRED RESPONSES. (see Response Workbook)

Responses must be numbered to correspond to the question numbers to aid in the evaluation process; failure to do so may result in disqualification.

Should your offer contain any PROPRIETARY INFORMATION you must clearly mark that information with the words "Proprietary Information." Only information contained in your response questions may be marked as such, information on the OFFER SHEET or PRICING SHEET (if applicable) are not considered proprietary.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. By submitting any materials marked as Proprietary Information, Offeror acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror if the City must legally disclose the Proprietary Information.

Helpful Hints:

- Answer each question completely, your answers will be the only basis on which your proposal is scored.
- Do not unnecessarily elaborate, keep your response complete and effective.
- Do not provide general answers or reference to sales literature.
- Only when applicable attach and reference supporting documents.



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EXHIBIT 1: SPECIAL NOTICES

By signing on the Offer/Bid page, solicitation Addendum(a), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

1. RETURN OF OFFER

The Offeror shall submit required proposal responses electronically in Vendor Self Service (VSS).

Offeror is required to register in VSS prior to submitting a proposal if they have not already registered.

<https://glendaleazvendors.munisselfservice.com/Vendors/default.aspx>

Guide to Register as a new vendor:

https://www.glendaleaz.com/your_government/city_finances/procurement/vendor_self_service_vss (This is a PDF document "Vendor Registration Instructions" at the bottom of page.)

- a. The Offeror shall complete all sections of the solicitation in the format given and the spaces provided. Proposals that do not conform to the above format may be rejected.
- b. The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

2. MANDATORY PRE-OFFER CONFERENCE

A Pre-Offer meeting will be held at **the time and at the location shown on page 1 of this document**. Attendance **IS** required. Copies of the Request for Proposal (RFP) will **NOT** be available.

The purpose of the conference will be to clarify the contents of the solicitation to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

3. MANDATORY SITE INSPECTIONS

Site inspections for Groups 1 and 4 and Group 3 are **mandatory**. The dates and times are listed on page 1 of this document.

4. CONFLICT OF INTEREST

Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of



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Contractor's personnel that have a financial or proprietary interest in the contract;
4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-511 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

- i. "Employee" means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.
- ii. "Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

5. QUESTIONS AND INQUIRIES

Any question related to this Request for Proposal must be submitted in writing to the Procurement Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. **Questions must be submitted in writing via email by 2:00 PM Local Time on or before the date shown on Page 1 of this document.** Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

6. SPECIAL TERMS AND CONDITIONS

Additional terms and conditions specific to the provision of the services referenced will be negotiated with the successful bidder for inclusion in the contract.

7. PUBLIC RECORD REQUIREMENTS

Offeror acknowledges that the City is a public agency and must comply with all Public Records laws and proposals submitted become the property of the City and are subject to public disclosure requirements in accordance with Arizona Public Records Law. Any portion of the proposal that the offeror deems confidential or proprietary must be clearly labeled as such. Labeling material does not automatically preclude the material from public disclosure, as the City is required to make an appropriate determination as to the confidentiality of the material in accordance with Arizona Public Records Law. It is the offeror's sole responsibility and cost to take action, including legal actions, to protect such material. Price is not confidential and will not be withheld.

8. PERMITS AND LICENSES

It is the offeror's sole responsibility to determine and secure any and all licenses and permits the contractor needs to operate the facility, from any regulatory body



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having jurisdiction related to the services being provided. Such costs are the exclusive responsibility of the operator, operator must also ensure appropriate licensing of any subcontractors, operator shall notify the City in writing within two (2) working days of any suspension, revocation or renewal.

9. NO COLLUSION OR ANTI-COMPETITIVE PRACTICES

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices.

10. NON-DISCRIMINATION

Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Subcontractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

11. NO CONSIDERATIONS

The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.

12. AUTHORIZED AGENT

The individual signing the submittal is an authorized agent and has the authority to bind the Offeror to the proposal and subsequent contract if awarded.

13. KEY PERSONNEL

If awarded, Offeror shall assign a specific individual as the key point of contact for the management of the contract, subject to specific notification requirements to be included in the final contract.



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EXHIBIT 2: SPECIAL TERMS AND CONDITIONS

By signing on the Offer/Bid page, solicitation Addendum(a), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions. The following terms are found on the City's Website and are applicable to Request for Proposal: [Standard Terms and Conditions](#)

- 1. TYPE OF AWARDS** The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one offeror is not in the City's best interest, "all or none" offers shall be rejected.
- 2. ALTERNATE OFFERS** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.
- 3. ARIZONA CORPORATION COMMISSION (ACC)** As a condition of doing business and prior to contract award, the contractor must be registered with the Arizona Corporation Commission (ACC) and maintain active status.
- 4. EFFECTIVE PERIOD OF OFFER** Offers shall be valid for a minimum of 120 days following the deadline for submitting offers. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until the solicitation is either canceled, an award is made, or proper Notice is given to the Procurement Officer of Offeror's intent to withdraw its offer. Offers may only be withdrawn by submitting Notice at least 15 days before the expiration of the then current 120-day period.
- 5. PAYMENT TERMS** If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.
- 6. UNIT PRICE TO PREVAIL** In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.
- 7. OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written or typed. Changes or corrections made on the offer form must be initialed and dated by the



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individual signing the offer. No corrections will be permitted after the offers have been opened.

8. **BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS** Brand names or manufacturer's references shall be construed as a quality or performance level and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.
9. **RESTRICTIVE OFFER PROVISIONS** If specifications preclude an otherwise qualified offeror from submitting an offer, a written request for modification must be received by the Buyer at least seven (7) calendar days prior to the proposal due date. All offerors will be notified by a written addendum to the solicitation of any approved changes.
10. **DEFAULT** In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.
11. **TERM** The term of the resultant contract shall be for a **one (1) year initial term**. The City may, at its option and upon mutual agreement with the Bidder(s), extend the term of this agreement.
12. **OPTION TO EXTEND** Based on satisfactory Bidder performance, the City, may at its option and upon mutual agreement with the Bidder, extend the term of this agreement for an additional **four (4) years renewable on an annual basis, but may not exceed a total term of 5 years**, unless a longer term is approved by the City Council. Bidder shall be notified in writing by the City Finance Director of the City's intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the original contract period.
13. **TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.
14. **SUBCONTRACTING** The contract or any portion thereof, shall not be subcontracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such subcontract or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the contractor of liability and obligation under this contract;



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and despite any such subletting the City shall deal through the contractor. Subcontractors will be dealt with as workmen and representatives of the contractor.

- 15. SAFETY DATA SHEETS (SDS).** Contractor is to supply SDS) in accordance with Federal requirements for The Globally Harmonized System of Classification and Labeling of Chemicals (GHS). Contractor entering the City workplace with hazardous materials will supply the City with a Safety Data Sheets (SDS) covering those particular products the contractor may expose City employees or the general public to while working at the site.
- 16. GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.
- 17. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS** The offeror's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.
- 18. RESPONSIBILITY FOR CORRECTION** It is agreed that the offeror shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Offeror agrees to give the City first priority. Offeror agrees that if the product or service offered does not comply with the written specification, the Finance Director has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance and offeror further agrees to be fully responsible for any consequential damages suffered by the City.



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- 19. WARRANTY** Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the City, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The offeror expressly warrants all items to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create an expressed warranty that the whole of the goods shall conform to the sample or model.
- 20. REJECTION OF OFFERS** The City reserves the right to reject any or all offers, or any part thereof; to accept any offer or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.
- 21. DELAY IN EXERCISING CONTRACT REMEDY** Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.
- 22. TAX EXEMPTION** The City is not exempt from paying Federal Excise Taxes.
- 23. ORDER OF PRECEDENCE** In the event of conflict, the following precedence shall prevail: (1) Special Terms and Conditions incorporated by attachment; (2) Special Terms and Conditions; (3) Drawings and Specifications; (4) referenced documents; and (5) the Standard Terms and Conditions.
- 24. CHANGES** The City reserves the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless in writing and approved by the Finance Director prior to the institution of the change.
- 25. PRICE ADJUSTMENTS** Price adjustments shall be addressed a minimum of Ninety (90) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. Supportive justification means that the request shall include detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect price of the item concerned. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.



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- 26. LATE SUBMISSION OF CLAIM** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 27. PROTEST OF AWARD** Any person who has an objection to the awarding of a solicitation by the City, pursuant to competitive solicitation procedures, shall lodge that protest, in writing, with the Finance Director. The protest should specifically identify the objection to the award, pursuant to the formal purchase procedure. Any protest must be submitted to the Finance director no later than: (i) seven (7) calendar days after the date upon which the protestor knew or should have known the basis of its objection; or (ii) 15 calendar days after notice of the intent to award has been issued by the Finance director, whichever is shorter. The notice of intent to award is posted on the City's Procurement Internet [here](#). Untimely protests will not be considered.
- 28. REMEDIES** City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.
- 29. ASSIGNMENT** Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.
- 30. ADDENDA** Any change to the proposal will be in the form of a numbered addendum issued by the Procurement Division. The addendum will be furnished to all who received the proposal. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of the City in regard to the proposal. The City will not be responsible for offerors adjusting their offer based on oral or written instructions.
- 31. SPECIAL ACCOMMODATIONS** Please contact Procurement at 930-2862 at least 3 days prior to the meeting for special accommodation. Hearing impaired persons, please use the Arizona Relay Service (1-800-367-8939).
- 32. OFFER IDENTIFICATION** The City is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified.
- 33. OFFER TABULATION** An electronic copy of the scoring may be requested by e-mailing the Procurement office at procurement@glendaleaz.com and referencing the proposal title and number. The information will be available for distribution when the City has issued its Notice of Intent to Award.
- 34. LIABILITY** Except for the sole negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or



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any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold the City harmless from any claim or loss arising from such damage or injury.

- 35. OSHA GUIDELINES** The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
- 36. PATENTS** Seller agrees to defend City at seller's own expense, in all suit, actions, or proceedings in which City is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from City's use of the goods purchased as a result of this RFP. Seller further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City. Seller agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods supplied by the seller. It is expressly agreed by seller, that these covenants are irrevocable and perpetual.
- 37. VENDOR PERFORMANCE** Prior offeror performance in regard to product, service, or representation of/from the offeror may be used in evaluation of this offer. Unsatisfactory performance to the City may be considered sufficient grounds for rejection of this offer. No offer will be awarded to any offeror who is in default on any contract with the City or has been suspended or debarred as provided in the City Code.
- 38. PERFORMANCE SURETY REQUIREMENTS (if applicable)** The performance sureties shall be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. Letters of credit are not acceptable. Individual sureties are not acceptable.

PERFORMANCE SURETY The successful proposer shall, at the time of entering into the contract, furnish a performance surety in the form of a bond, money order or certified or cashier's check, in the amount of 10 percent of the contract amount guaranteeing the faithful performance of the contract by the proposer.

If a bond is submitted, it shall be written on the form provided by the City as an attachment to the proposal documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Best Rating no less than an A and must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.

- 39. FUND APPROPRIATION CONTINGENCY** The contractor and the City recognize that the continuation of any contract after the close of any given fiscal year of the City; which ends on June 30, shall be subject to the approval of the budget of the City



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providing the contract item is an expenditure therein. The City does not guarantee that the budget item will be actually adopted, as it is the determination of the City Council at the time of the adoption of the budget.

- 40. NOTIFICATION OF AWARD** The successful offeror(s) will be notified that their offer has been accepted by the City Council as recommended for award.
- 41. NON-EXCLUSIVITY** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are included in this Agreement.
- 42. PROHIBITIONS** - Contractor, and on behalf any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq* and 35-393 *et seq*, that neither has "scrutinized" business operations, as defined in the proceeding statutes, in the countries of Sudan or Iran.
- 43. IMMIGRATION LAW COMPLIANCE** Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City. Contractor's warranty and obligations under this Section I to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
- 44. CONTRACT MANAGER** The staff member identified as the Contract Manager for a solicitation serves as the liaison between Procurement, the city and the successful



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contractor. The Contract Manager manages the contract, overseeing the daily operations, scheduling, performance and compliance of the agreement by all parties. The Contract Manager is responsible for:

- a. Establishing and maintaining records and documentation
- b. Monitoring the contractor's performance
- c. Handling issues and disputes
- d. Exercising extension options
- e. Initiating contract modifications
- f. Initiating rebids or new solicitations

45. FORCE MAJEURE

- a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the part affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders, fire; flood; lockouts; injunctions-interventions-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- b. Force majeure shall not include the following circumstances:
 - i. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
 - ii. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - iii. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

46. SUSPENSION AND DEBARMENT. (APPLIES TO ALL PURCHASES.)

- a. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- b. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the City of Glendale. If it is later determined that the contractor did not comply with



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2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- d. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- e. In accordance with 2 CFR 200.214, the City of Glendale will verify that the selected vendor is not suspended, debarred, or otherwise excluded from federal contracts by checking the System for Award Management (SAM.gov) prior to award. Offerors are required to ensure that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded contracts.

Additionally, the awarded vendor must maintain compliance with this requirement for the duration of the contract and immediately notify the City of any status changes.

f. **Suspension and debarment policy (Sec.2-152. Code)**

The City reserves the right to suspend or debar any contractor from participating in the bid solicitation process or receiving city contracts, grants, loans, or other financial assistance.

- **Debarment** may last up to three (3) years.
- **Suspension** may last up to twelve (12) months.
- Causes for suspension or debarment include, but are not limited to:
 - Criminal offenses related to contract procurement or performance.
 - Violations of state or federal laws affecting business integrity.
 - Breach of contract or failure to perform.
 - Legal proceedings or investigations impacting responsibility as a contractor.
 - Debarment or suspension by another government entity.

The Finance Director, in consultation with the City Attorney, will determine whether debarment or suspension is in the City's best interest. The affected contractor will receive a written decision outlining the reasons and their right to protest per **Sec. 2-145(e), Code**. For full details, refer to **Sec. 2-152 of the City Code**.



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LANDSCAPING SERVICES (WATER DEPARTMENT)
SAMPLE AGREEMENT

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EXHIBIT 3: INSURANCE REQUIREMENTS

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

1) INSURANCE REQUIREMENTS. OFFEROR shall procure and maintain until all their obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with this Solicitation. The *insurance requirements* herein are minimum requirements for this Solicitation and in no way limit the indemnity covenants contained herein. The City of Glendale in no way warrants that the minimum limits contained herein is sufficient to protect the OFFEROR from liabilities that might arise. OFFEROR is free to purchase such additional insurance as OFFEROR determines necessary.

a) Minimum Scope and Limits of Insurance: OFFEROR shall provide coverage with limits of liability not less than those stated below.

i) Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

General Aggregate	\$4,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$2,000,000

(1) The policy shall be endorsed to include the following additional insured language: ***“The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the solicitation.*”** Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required herein.

(2) Policy shall contain a waiver of subrogation endorsement in favor of the **“City of Glendale, and its departments, officers, officials, agents, employees and volunteers”**. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

ii) Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement. Combined Single Limit (CSL) \$2,000,000.

(1) The policy shall be endorsed to include the following additional insured language: **“The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of**



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the OFFEROR, involving automobiles owned, Licensed, hired or borrowed by the OFFEROR." Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required by this License.

- (2) Policy shall contain a waiver of subrogation endorsement in favor of the “City of Glendale, and its departments, officers, officials, agents, employees and volunteers” for losses arising from work performed by or on behalf of the OFFEROR. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iii) Worker's Compensation and Employers' Liability

Workers' Compensation Statutory	
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- (1) Policy shall contain a waiver of subrogation endorsement in favor of the “**City of Glendale, and its departments, officers, officials, agents, employees and volunteers**” for losses arising from OFFEROR activities. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.
- (2) Policy shall contain a waiver of subrogation endorsement in favor of the “City of Glendale, and its departments, officers, officials, agents, employees and volunteers” for losses arising from OFFEROR activities. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

vii) Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

- (1) Policies shall stipulate that the insurance afforded by the organization shall be primary insurance and that any insurance carried by the City of Glendale shall be excess and not contributory insurance.
- (2) Coverage provided by the organization shall not be limited to the liability assumed under the indemnification provisions of the license or contract.
- (3) If the Vendor maintains broader coverage and/or higher limits than the minimum shown, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the City.
- (4) Vendor shall require and verify that all subcontractors (subconsultants) maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that City is an additional insured on insurance required from subcontractors (subconsultants).
- (5) If the Vendor is awarded the solicitation, the Vendor shall furnish the City with original Certificates of Insurance including all required amendatory



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endorsements before the work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies including endorsements required by these specifications, at any time.



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Offerors to complete this Response Workbook and submit with their response to this RFP.

COVER SHEET

OFFEROR NAME: BrightView Landscape Services, Inc.

OFFEROR ADDRESS: 10237 N. El Mirage Rd . El Mirage, AZ 85335



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OFFER SHEET (Must be printed, signed and returned upon completion)

Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

12/23/2025
Date

Brightview Landscape Services, Inc.
Legal Company Name

Jon Berg Vice President & General Manager
Printed Name (Authorized Signatory) Job Title

Offeror Certifies it is a (check only one): Proprietorship Partnership Corporation

Jon.berg@brightview.com
Email Address

10237 N. El Mirage Road
Mailing Street Address

602 422-6815
Phone Number

El Mirage, AZ 85335
City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

Jon Berg 602 422-6815 jon.berg@brightview.com
Contact Name Phone Number Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 86-0275409

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: Yes No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

X Yes, Number 07347562 Tax Rate: 9.2 OR No, not required to have an Arizona TPT License

CONFLICT OF INTEREST (SPECIAL NOTICES):

X No, I do not have a conflict of interest Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS: *By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.*

X Exhibit 1 – Special Notices X Exhibit 2 – RFP Standard Terms and Conditions

X Exhibit 3 – Insurance Requirements X Exhibit 4 – Agreement Template

X Exhibit 5 – Landscaping Photos (separate document)

Authorized Signature - Print this form and sign above



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REQUIRED RESPONSES:

Offeror’s answers to the following questions will comprise the Offeror’s response to this RFP. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror’s response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal may be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).


1. EXPERIENCE, PERFORMANCE AND QUALIFICATIONS

- 1.1. Introduce your company, highlight your ability and willingness to meet or exceed the specifications and requirements of this RFP, and explain why your firm is most qualified.

1.1 Response-Introduction of BrightView and Qualifications

Company Overview and Capabilities

BrightView Landscape Services, with over 140 years of combined experience from its legacy organizations, Brickman Group and Valley Crest, is a national leader in landscape management. Since 1939, we have developed long-term relationships with clients,

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1.1 Response Cont.

delivering high-quality services at competitive rates, helping us grow from small, family-owned businesses to an industry leader.

We offer comprehensive services, including landscape maintenance, architecture, irrigation, arborist services, forest management, sports turf care, and snow management. With 270 branch offices across 43 states. Our 5 local branches in Arizona are dedicated to delivering exceptional service and expertise delivered by well-trained local teams.

Proven Experience and Local Expertise

BrightView has a proven track record with municipalities, water districts, Fortune 500 companies, office parks, and large properties. We’ve been serving Arizona since 1973, specializing in municipal landscape maintenance, including working with the City of Glendale’s water department sites. This experience equips us with a deep understanding of municipal standards and proactive communication to deliver seamless, high-quality service.

Qualified and Financially Stable

We are a financially stable organization with a commitment to safety, sustainability, and workforce development. Our training programs are nationally recognized, and we utilize environmentally responsible equipment and advanced water conservation technologies.

BrightView is also an industry leader in creating sustainable and native landscapes, ensuring we meet both environmental and community goals.

Workforce Flexibility and Stability

We maintain a flexible workforce composed of full-time and seasonal employees, enabling us to adapt to seasonal demand fluctuations. Our teams are supported by advanced scheduling tools and cross-training to ensure uninterrupted service. We prioritize employee retention through competitive compensation, benefits, and career development opportunities, ensuring long-term stability and top-tier service delivery.

Commitment to Safety and Excellence

BrightView’s outstanding safety record is supported by a culture of proactive hazard recognition, OSHA compliance, and regular safety audits. We invest in employee wellness and heat-stress prevention to protect our field staff in Arizona’s challenging climate. Our flexible staffing approach and robust safety protocols ensure that we continue to meet the evolving landscape needs of the City of Glendale and other municipalities.



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Conclusion

BrightView is uniquely positioned to exceed the specifications and requirements outlined in this RFP, backed by our extensive experience, local expertise, and commitment to quality, safety, and sustainability. We are confident in our ability to support the City of Glendale’s landscape objectives and look forward to continuing our partnership.

- 1.2. Offeror shall provide names and years of experience of key personnel, names of any subcontractors used and years of experience.

1.2 Response

Alfred Ruelas – Branch Manager | 16 Years Experience

- Oversee daily operations, including maintenance, enhancement, tree care, and office administration.
- Conducts regular quality inspections to ensure high standards of quality efficiency, and safety.
- Develops and maintains client relationships to exceed expectations.
- Mentors Project Manager in developing management skills and horticulture knowledge
- Ensure staff readiness to deliver industry- leading services.
- SLM Certified

Jose Hernandez – Account Manager | 20 Years Experience

- Serves as Liaison between Glendale Water District and BrightView personnel.
- Ensures compliance with scope of work and safety standards.
- Provides reports on landscape operations and Quality Site Assessments.
- Coordinates crew operations and site assessments.
- Develop service schedules and provide leadership and training to crews.
- Inspect sites weekly and meets with City staff.

Antonio Ojeda– Operations Manager | 15 Years Experience

- Coordinates daily, weekly, and monthly schedules with the Account Manager.
- Work closely with Irrigation Techs, Spray Tech and landscape crews.
- Develops and implements a weed control program in turf and landscape areas to adhere to federal, state and city requirements.
- Ensures proper herbicide and fertilizer application, adhering to safety standards.

Jon Berg – VP General Manager | 25+ Years Experience

- Focuses on improving daily operations, service value, and cost-reduction strategies.
- Recruits and develops managers and field personnel.
- Build and maintain customer relationships to ensure we are exceeding your expectations.



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- SLM Certified

Michael Gibson – Licensed Chemical Spray Manager | 25+Years Experience

- Coordinates weed abatement plans with Account Manager and Production Manager.
- Develop detailed pre- and post-emergent schedules.
- Applies herbicides in compliance with federal, state and city requirements.
- Certified Pest Control Applicator (Right-of-Ways, Turf and Ornamental Weed Control)

Tyler McPherson– Tree Care Professional | 8 Years Experience

- Oversee Tree Care services
- Assists in preparing tree care budgets and tree inventory.
- International Certified Arboriculture (ISA) Certified Arborist
- International Certified Society of Arboriculture (ISA) Certified Tree Climber

James Carr – Regional Irrigation Manager | 17 Years Experience

- Oversee irrigation services and conduct irrigation audits
- ABPA-Backflow Prevention Specialist #03-02931
- IA Landscape Irrigation Auditor, IA Certified Irrigation Technician and US EPA Water Sense Partner
- Certified as ABPA—Backflow Prevention Specialist, IA Landscape Irrigation Auditor, and IA Certified Irrigation Technician.
- Baseline Base Manager, Hunter, Toro, Rainbird and WeatherTRAK Certified

- 1.3. Offeror shall provide details of projects undertaken that are of similar nature and size based on the City of Glendale’s Landscaping Specifications.

1.3 Response-Similar Projects

City of Phoenix Water Department-Approximately 40 Lift Stations- Landscape services for approximately 40 fenced locations serviced in and out. Tree trimming/lifting, weed abatement and spraying, raking, blowing, trash and debris pick up. Annual Value \$800,000

Tucson Water Department-Over 100 Well Site Locations. Landscape services for over 100 well site locations including weed control, weed abatement, pest control, irrigation services, care of trees/hedges/turf, fertilization, maintenance of potholes, erosion, “Cuttings” and gravel. Annual Value \$400,000

City of Peoria- Sites turf conversions and rock install using large heavy equipment. Annual Value 2.2 million



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1.3 Response-Similar Projects Cont.

Phoenix Art Museum-Xeriscape Garden-Landscape services including weed control, weed abatement, pruning shrubs and trees, raking, sweeping, irrigation services. Value \$85,000 Annually

- 1.4. Describe your company’s experience related to government and commercial contracts for landscape maintenance, detailing tasks such as turf care, pruning, irrigation repair, trash removal, weed abatement, etc.

1.4 Response-City maintenance contracts

Brightview Landscape Services has an extensive record of success Performing on contracts for Cities in Arizona.

In addition to the 1.3 Response list, BrightView holds many current landscape maintenance service contracts with Cities that include shrub and tree care, pruning, weed control and abatement, irrigation services, turf care, trash removal, blowing and raking. Some of the Cities are:
 City of Maricopa- City buildings and street medians Annual Value \$400,000
 City of Phoenix- Streets-Annual Contract Value \$500,000
 City of Peoria-Right-of Ways & Parks- Annual Contract Value 1.2 million
 City of Glendale-Skunk Creek-Annual Value \$78,000
 City of Tucson-Roadsides and Medians-Annual Value 2.4 million
 City of Tucson-Parks-\$300,000
 City of Chandler-Streets 1.1 million refurbishments yearly for past 5 years
 City of Chandler-Parks Herbicide \$280,000
 City of Mesa-Aquatics Annual Value \$61, 573
 City of Mesa-Transportation-Annual Value 1.8 million
 Town of Gilbert-Streets-Annual Value \$620,000
 Town of Gilbert-Parks & Facility-Annual Value \$870,000

BrightView follows professional pruning practices that promote plant health, public safety, and the original design intent of each site. Our pruning approach adheres to ANSI A300 standards and Sustainable Landscape Management (SLM) guidelines established by the Arizona Landscape Contractors Association.

Seasonal pruning is performed throughout the year—typically during summer and fall for growth management and aesthetics, and in winter for rejuvenation and cutbacks. Shrubs and groundcovers are trimmed to maintain a clean appearance, support healthy growth, and prevent encroachment on sidewalks, curbs, signage, and sightlines. Over-pruning is strictly avoided to prevent long-term plant damage and preserve natural form.

Tree pruning focuses on structural integrity and safety. Branches are trimmed to ensure clearance from traffic, signage, lighting, and pedestrian pathways. All trees are



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1.4 Response tasks Cont.

maintained with a minimum vertical clearance of 8 feet above sidewalks and 14 feet above roadways. Tree pruning over 15 feet is performed only by certified arborists or qualified tree care professionals.

Pruning debris is removed from all sites immediately following service and transported to recycling or authorized green waste facilities. All work is performed by trained crews under the supervision of an Account Manager who ensures pruning schedules, clearance standards, and site aesthetics meet the expectations outlined by the City.

Granite

The granite areas will be blown down and maintained based on the scope of work provided. Areas prohibited from blowing will be maintained manually. Crews follow a designated zone map to ensure completion of the zone each week.


Weed Control

We apply a post-emergent but maintain a twenty-foot buffer zone near any open water. This includes open wastewater holding areas. We also do not spray any pre or post-emergent in designated groundwater recharge basins. Basins that have dry wells in the basin bottom receive no chemical applications. All those areas are maintained by mechanical means.

- Utilizing the right herbicides at the right time of year is imperative in preventing weed germination. We apply all chemicals per label and at the optimal time.
- Strict adherence to the City’s requirements when near water treatment and other sensitive areas.
- Weeds will be treated and/or will be removed by hand in designated areas during the weekly or designated service rotation
- State Licensed Spray Technicians will be responsible for the overall control of your weeds
- Our technicians adhere to all federal and state requirements for weed control as established by the Arizona Office of Pest Management
- Pre and Post Emergent will be sprayed throughout the designated approved landscaped areas to control weeds at no additional cost
- Tracking and Chemical use reports will be submitted to the designated City contact person.

Liter Control-

BrightView Landscape Services is committed to maintaining safe, clean, and attractive public spaces through consistent, proactive, and efficient litter management. Litter and debris will be removed weekly and coordinated with routine landscape maintenance services. High-visibility and high-traffic areas will receive increased service

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1.4 Response tasks Cont.

frequency as needed or at the request of the City. During each visit, crews assess site conditions and document services through our mobile reporting system for full transparency and accurate tracking.

BrightView also provides on-demand and emergency litter response, including support following storm events, illegal dumping, or any condition posing a public safety risk. These services are available 24/7 and performed under the “Emergency Response Work” provisions. Our teams are trained to mobilize quickly, assess conditions, and restore sites without delay.

All collected debris is disposed of at authorized facilities. Crews follow strict handling and disposal protocols— including OSHA- and locally compliant procedures for hazardous or biohazardous materials. Safety, environmental compliance, and site cleanliness remain central to our operations.

Each team member is equipped with required PPE and trained in safe removal techniques, situational awareness, and public-space safety. Our crews report vandalism, site damage, and other notable field observations.

The Account Manager serves as the primary point of contact for all litter-related services. Using mobile GIS tools, the manager efficiently locates and manages sites and ensures prompt resolution of issues reported through the City’s established channels. Regular site audits verify compliance with litter control standards. Any deficiencies are corrected immediately and documented through our quality assurance program. Feedback from City staff is actively incorporated into continuous service improvements.

BrightView supports the City’s sustainability goals through environmentally responsible practices, including the use of biodegradable bags, proper waste sorting, and participation in community clean-up and environmental stewardship initiatives.


Irrigation Maintenance and Repairs-

BrightView will perform irrigation maintenance, repairs & system optimization services as needed or at the City’s request. All work will comply with the City of Glendale’s Standards and Specifications.

BrightView leverages extensive in-house irrigation expertise to effectively manage smart irrigation technologies through:

Training – All of our team members who interact with smart irrigation systems receive initial and periodic refresher training through Brightview University to ensure proper and efficient system use.

Support – Management teams on site receive on-demand technical support from BrightView’s irrigation specialists.


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Vendor Partnership – We maintain active, collaborative relationships with smart-technology vendors, enabling rapid issue resolution, access to software updated, and optimal system performance.

Programing – Our irrigation team regularly reviews and adjusts system settings to ensure accurate programing, effective water management, and reliable reporting.

We are committed to conserving and managing irrigation water through strong industry partnerships.

- 1.5. Provide three valid references from those who can confirm your experience in providing the services stated within this RFP. The reference may be from governmental agencies, municipalities (other than the city of Glendale), schools or companies which the Offeror has provided similar services within the last five years. Reference information must include all the following: Company Name, Contact Person and Title, Phone #, Email Address, Date of Service, Cost of Service, Description of Service.

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1.5 References

Reference 1:

Phoenix Water Department Lift Stations	200 W. Washington St. Phoenix, AZ 85003
Roy Lopez-lift Stations Maintenance Planner/Scheduler	0-602 495-7946 C-602-768-0034
roy.lopez@phoenix.gov	2022-2025 w/City contract 2025-2030 Water Department Contract
Landscape services for approximately 40 fenced locations serviced in and out. Tree trimming/lifting, weed abatement and spraying, blowing, trash and debris pick up	

Reference 2:

City of Tucson- Water Department	255 West Alameda Street Tucson, AZ 85701
Michael Moraga-Water Maintenance Administrator	520 392-1098
Michael.moraga@tucsonaz.gov	2016-Current
Landscape services for over 100 well site locations including weed abatement, pest control, irrigation services, care of trees/hedges/turf, fertilization, maintenance of pot holes, erosion, "Cuttings" and gravel	

Reference 3:

City of Peoria	8401 W. Monroe St. Peoria, AZ 85345
Chris Calcaterra-Facilities Director	623 773-7000
Chris.calcaterra@peoriaaz.gov	2021-Current
Full landscape maintenance services contract for parks and roadways	

2. METHOD OF APPROACH

- Describe your understanding of the project with a description of how you propose to accomplish the work listed in the Scope of Work.

2.1 Response-Method of Approach

Project Understanding- Various landscaping services for Water Services Department Facilities throughout the city of Glendale. Sites include but are not limited to City Water Reclamation Facilities, Well Sites, Sewer Lift Stations, Booster Stations, Aquifer Recharge Facility, and Glendale Xeriscape Demonstration Garden.

2.1 Response Cont. Method of Approach

Project Understanding Cont.



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These services include routine landscape maintenance, weed control and abatement, trash and liter removal, pruning and trimming, irrigation system monitoring and repair, seasonal applications of herbicides, plant replacement of damages plants and specialized services at the Aquifer Recharge Facility. Areas with an open water source, areas with short walls around open water source, storm water channels, overflow retention basins, rock areas surrounding basins, filters, dry wells and other water sensitive areas as designated by site contact person will remain herbicide and pesticide free for 6 ft from area. These areas will be weeded manually or mechanically, and in most cases leaves and debris to be raked not blown in those same areas.

Aquifer Facility-Basin debris is required to be dry when hauling to dump site. Xeriscape Demonstration Garden-Preferred hours for service are early morning prior to 10:00. No pre or post emergent to be used, manual removal as needed. Spot spray with prior approval only. No use of shears, hand prune only as directed.

Additional services when requested by City contact person require a quote and approval by City prior to commencement of work. Sites are grouped by Group Number and Service Level. Service levels determine the general description and frequency of the work required for each Group as set forth in RFP. Each group has a designated City contact person with deep understanding of the service requirements and restrictions for that site. The primary objectives are to maintain clean aesthetically pleasing and safe grounds, ensure operational efficiency, and comply with environmental and security standards.


2.1 Response Method of Approach &

Proposed Approach to Accomplish the Work-Brightview approach is structured to meet all requirements outlined in the Scope of Work and Service Levels for each Group.

1. Staffing and Scheduling

Assign proper personnel per required task for completion per seasonality.

- Submit detailed weekly and monthly schedules via the City's Smart Sheet system, ensuring compliance with timelines and flexibility for seasonal adjustments.
- Alternating service times for service crew and irrigation monitoring

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2.1 Response Cont.

2. Service Delivery by Group

Group 1 (Water Treatment & Reclamation Facilities): Weekly service including site

Inspections, trash removal, weed control, pruning, irrigation checks, and

Compliance with Homeland Security clearance requirements.

Group 2 (Remote Sites): Monthly and as-needed services for 35 facilities, focusing on weed abatement, irrigation monitoring, and maintaining visibility and security clearances. Alternating service times for service crew and irrigation monitoring

Group 3 (Xeriscape Demonstration Garden): Weekly rotation across four zones, emphasizing manual pruning techniques and sustainable practices.

Group 4 (Aquifer Recharge Facility): Weekly mechanical removal of vegetation, erosion control, and seasonal ripping and grading of basins without chemical use.

3. Compliance and Quality Control


- Adhere to EPA and Arizona Department of Agriculture standards for chemical applications.
- Implement a quality control program with weekly inspections and reporting to
- Ensure performance metrics.
- Maintain emergency response capability for storm damage or urgent requests within required timeframes.

4. Resource Management

- Provide all labor, equipment, tools, and materials necessary for full compliance with all rules and regulations.
- Utilize low-emission equipment and monitor ADEQ High Pollution Advisory restrictions for compliance.

5. Communication and Reporting

- Maintain consistent communication with designated City Contact.

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- Submit spray logs, inspection reports, and schedule updates promptly.
- Quality Site Assessment (QSA)-

Our method ensures efficient, safe, and environmentally responsible landscaping services that align with the City’s goals for aesthetics, security, and operational excellence.

2.2 Describe plan of action including a full summary of the proposed maintenance plan, performance levels, frequency of tasks, work schedules, Supervisor’s inspections and quality control.

2.2 Response-Plan of Action for Proposed Maintenance Plan

GROUP 1 Water Treatment Water Reclamation Facilities SERVICE LEVEL 1	Tasks performed following RFP Specifications, Federal and City Regulations and Brightview standards of practice		
TASKS	PLAN	SCHEDULE	INSPECTIONS
Weekly Frequency			
Site Inspection Sidewalk Weeding & Sweeping Trash/Debris Pick Up Weed Removal, Weed Abatement Blow/Vacuum Leaves Rake Out Prune Shrubs and Trees	Inspect property upon arrival and perform weekly services. Sidewalk Weeding & Sweeping Trash/Debris Pick Up Weed Removal, Weed Abatement Blow/Vacuum Leaves Rake Out Prune Shrubs and Trees	Weekly	Weekly after work has been performed
Twice a Year Frequency			
Apply pre-emergent weed control Apply post-emergent (pre and post applied as needed)	Apply pre-emergent twice a year and post as needed per site inspections.	Pre-emergent two applications yearly and post as needed	After each application.
Annual Frequency			
Plant replacement trees, shrubs, and groundcovers where needed	Will submit proposals for approval of new plants and trees throughout sites throughout the year.	Install throughout year as approved.	As work is being performed and after completion of project.
Seasonal Frequency			



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GROUP 1 Cont.			
Seasonal Frequency			
Adjust irrigation controllers to meet seasonal demands	Adjust controllers as weather conditions change to ensure we meet demand.	Spring Summer Fall Winter	Seasonal as controllers are being adjusted.

GROUP 2- Remote Sites	Tasks performed following RFP Specifications, Federal and City Regulations, and Brightview standards of practice		
SERVICE LEVEL 2 and 3			
Service Level 2 Monthly			
Service Level 3 As Needed			
TASKS	PLAN	SCHEDULE	INSPECTIONS
Weekly Frequency			
Site Inspection for trash and irrigation needs: Irrigation monitoring, repair, adjustments Trash/Litter Pick Up	Conduct property inspections upon arrival and perform weekly maintenance services. Irrigation monitoring, repair, adjustments Trash/Litter Pick Up	Monthly and as needed.	Monthly upon service completion.
Monthly and As Needed			
Site Inspection Sidewalk weeding and sweeping Trash/Litter Pick Up Weed Removal Blow/Vacuum leaves Raking Out Weed Abatement Irrigation monitoring, repair, adjustments Prune shrubs and trees	Conduct property inspections upon arrival and perform monthly Sidewalk weeding and sweeping Trash/Litter Pick Up Weed Removal Blow/Vacuum leaves Raking Out Weed Abatement Irrigation monitoring, repair, adjustments Prune shrubs and trees	Monthly and as needed.	Monthly upon service completion.
Twice a Year Frequency			
Apply pre-emergent weed control Apply post-emergent (pre and post applied as needed)	Apply pre-emergent twice a year and post as needed per site inspections.	Pre-emergent two applications yearly and post as needed	After applications



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GROUP 2 Cont.			
Annual Frequency			
Plant replacement trees, shrubs, and groundcovers where needed	Will submit proposals for approval of new plants and trees throughout sites throughout the year.	Install throughout year as approved.	As work is being performed and after completion of project
Seasonal Frequency			
Adjust irrigation controllers to meet seasonal demands	Adjust controllers as weather conditions change to ensure we meet demand.	Spring Summer Fall Winter	Seasonal as controllers are being adjusted

GROUP 3- Glendale Xeriscape Demonstration Garden SERVICE LEVEL 1	Tasks performed following RFP Specifications, Federal and City Regulations, and Brightview standards of practice		
TASKS	PLAN	SCHEDULE	INSPECTIONS
Weekly Frequency 4 Zones, each one to be serviced every 4 weeks			
Site Inspection Sidewalk weeding and sweeping Weed Removal and Disposal Raking Out Weed Abatement Irrigation monitoring, repair, adjustments Trash Pick Up: Facility Grounds weekly	Inspect property upon arrival and perform weekly services. Sidewalk weeding and sweeping Weed Removal and Disposal Raking Out Weed Abatement Irrigation monitoring, repair, adjustments Trash Pick Up	Weekly	Weekly after work has been performed
Twice A Year			
Apply pre-emergent weed control Apply post-emergent (pre and post applied only with approval)	Apply pre-emergent twice a year and post as needed per site inspections	Pre-emergent two applications yearly and post as needed	After each application has been completed.
Annual Frequency			
Plant replacement trees, shrubs, and groundcovers where needed	Will submit proposals for the approval of new plants and	Installation scheduled throughout the	As work is being performed and



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	trees across various sites throughout the year.	year as approved.	after completion of project.
GROUP 3 Cont.			
Seasonal Frequency			
Adjust irrigation controllers to meet seasonal demands	Adjust controllers as weather conditions change to ensure we meet demand.	Spring Summer Fall Winter	Seasonal as controllers are being adjusted.

GROUP 4- Aquifer Recharge Facility SERVICE LEVEL 1	Tasks performed following RFP Specifications, Federal and City Regulations, and Brightview standards of practice		
TASKS	PLAN	SCHEDULE	INSPECTIONS
Weekly Frequency			
Mechanically remove all organic and vegetative materials within fenced areas of ARF including aquifer recharge basins, Basin berms and walls, along fence lines, retention area, and roads. Remove vegetation and debris from grounds in and around facility, especially front gate area leading to ARF during every visit. Storm water infrastructure on east side is included. Restore berm materials eroded into basin to maintain erosion control. Remove and dispose of all debris generated from this work. Trash/litter disposal	Inspect property upon arrival and perform services. Mechanically remove all organic and vegetative materials within fenced areas of ARF including aquifer recharge basins, Basin berms and walls, along fence lines, retention area, and roads. Remove vegetation and debris from grounds in and around facility, especially front gate area leading to ARF during every visit. Storm water infrastructure on east side is included. Restore berm materials eroded into basin to maintain erosion control. Remove and dispose of all debris generated from this work. Trash/litter disposal	Weekly after work has been performed	Weekly after work has been performed
Seasonal-June, August, November, and March			
Rip all basin beds Pon completion of ripping, grading may be required to restore a relatively flat basin bed.	Rip all basin beds to a depth of 12" (not exceeding 15")	Quarterly	Quarterly during work and after complication.



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<p>GROUP 4 Cont. Remove and dispose of all debris generated from work when dry.</p>	<p>making two perpendicular passes and one diagonal pass. Upon completion of ripping, grading may be required to restore a relatively flat basin bed. This task shall be coordinated with the Western Area Water Reclamation Facility site contact to avoid damage to underground basin piping.</p> <p>Remove and dispose of all debris generated from this work.</p>		
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- 2.3 Offeror shall describe method and approach for how services will be performed by its employees and the process involved for correcting work not performed satisfactorily.

2.3 Response Method and Approach-How Services will be Performed

Group 1 Service Level 1

Landscaping services for Water Treatment & Water Reclamation Facilities
 6 Water Services Facilities including 3 water treatment plants and 2 reclamations facilities

BrightView Landscape Maintenance Management Plan

BrightView’s operational approach is to maintain Group 1 sites to the Service Level 1 expectations and standards outlined in, but not limited to, pages 5-14 in the RFP.

BrightView staffing plan is to have a crew size to be determined based on seasonality to complete required tasks. 1 irrigator, an Account Manager and Operations Manager to ensure quality control.

Summary of understanding-

Weekly Detail Crew – The Detail Crew will consist of trained professionals with a crew size to be determined based on seasonality to complete tasks.1 irrigator, an Account Manager and Operations Manager to ensure quality control.



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2.3 Response Cont.

- Site Inspection
- Sidewalk weeding and sweeping
- Trash/Liter pick up
- Weed removal and abatement
- Blow/Vacuum leaves
- Rake out
- Irrigation monitoring, repair, and adjustments
- Prune shrubs and trees

Twice A Year Crew-

- Apply pre-emergent weed control
- Apply post-emergent weed control

Annually-Crew

- Plant replacement trees, shrubs, and groundcovers where needed

Seasonally-Crew

- Adjust irrigation controllers to meet seasonal demands

Group 2 Service Level 2

Remote Sites

Water Services for 35 Services facilities including well sites, booster stations, sewer lift stations and miscellaneous city-owned properties.

Zone 4 Booster Station and Reservoir

Group 2 Service Level 3

Remote Sites

Group 2 Service Level 3 Cont.

Water Services for 35 Services facilities including well sites, booster stations, sewer lift stations and miscellaneous city-owned properties.

Zone 4 Booster Station and Reservoir

Service Level 3

BrightView Landscape Maintenance Management Plan

BrightView’s operational approach is to maintain Group 1 sites to the Service Level 1 expectations and standards outlined in, but not limited to, pages 5-14 in the RFP.

BrightView staffing plan will crew size to be determined based on seasonality to complete required tasks. 1 irrigator, an Account Manager and Operations Manager to ensure quality control.

Weekly-Trash/Liter pick up and irrigation monitoring, repair

Monthly Detail Crew – The Detail Crew will consist of trained professionals with a crew size to be determined based on seasonality to complete required tasks. 1 irrigator, an Account Manager and Operations Manager to ensure quality control.

Summary of understanding-

- Site Inspection Blow/Vacuum leaves



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2.3 Response Cont.

- Sidewalk weeding and sweeping Rake out
- Trash/Liter pick up Irrigation monitoring, repair, and adjustments
- Weed removal and abatement Prune shrubs and trees

Twice A Year-

- Apply pre-emergent weed control
- Apply post-emergent weed control

Annually-

- Plant replacement trees, shrubs, and groundcovers where needed

Seasonally-

- Adjust irrigation controllers to meet seasonal demands

Group 3 Service Level 1

Glendale Xeriscape Demonstration Garden
Landscape Maintenance Management Plan

BrightView's operational approach is to maintain Group 1 sites to the Service Level 1 expectations and standards outlined in, but not limited to, pages 5-14 in the RFP.

BrightView staffing plan will have crew size to be determined based on seasonality to complete required tasks. 1 irrigator, an Account Manager and Operations Manager to ensure quality control.

Summary of understanding-

Weekly-Trash/Liter pick up and irrigation monitoring, repair

Group 3 Service Level 1

Weekly Detail Crew – The Detail Crew will consist of trained professionals with a crew size to be determined based on seasonality to complete required tasks. 1 irrigator, an Account Manager and Operations Manager to ensure quality control.


- Site Inspection
- Sidewalk weeding and sweeping
- Trash/Liter pick up
- Weed removal and abatement
- Blow/Vacuum leaves
- Rake out
- Irrigation monitoring, repair, and adjustments
- Prune shrubs and trees

Twice A Year Crew-

- Apply pre-emergent weed control
- Apply post-emergent weed control

Annually-Crew

- Plant replacement trees, shrubs, and groundcovers where needed

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2.3 Response Cont.

Seasonally-Crew

- Adjust irrigation controllers to meet seasonal

Group 4 Service Level 1

Aquifer Recharge Facility

Landscaping services for Aquifer Recharge Facility

Service Level 1

BrightView Landscape Maintenance Management Plan

BrightView’s operational approach is to maintain Group 4 site to the Service Level 1 expectations and standards outlined in, but not limited to, pages 5-14 in the RFP.

BrightView staffing plan will have crew size to be determined based on seasonality to complete required tasks. 1 irrigator, an Account Manager and Operations Manager to ensure quality control.

Weekly Detail Crew – The Detail Crew will consist of trained professionals with a crew size to be determined based on seasonality to complete required tasks. 1 irrigator, an Account Manager and Operations Manager to ensure quality control.

Summary of understanding-

- Mechanically remove all organic and vegetative materials within the fenced area of the ARF including the Aquifer recharge basins, basin berms and walls, along fence lines, retention areas, and roads.

- Remove vegetation and debris from the grounds in and around the facility, especially the front gate area leading into ARF during every visit.

This includes the storm water infrastructure on the east side of the property.

- Restore berm materials eroded into the basin to maintain erosion control.
- Remove and dispose of all debris generated from this work


Seasonal Maintenance (Months of June, August, November and March)-

Ripping and Grading Basins

- Rip all basin beds to a depth of 12” making 2 perpendicular passes and 1 diagonal pass

- Upon completion of ripping, grading may be required to restore a relatively flat basin bed.

- Remove debris. Dispose of all debris generated from this work when dry.

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2.3 Response Process for Correction Work Not Performed Satisfactorily

Upon written notification of unsatisfactory work by City personnel, the Brightview Account Manager will review claim with Operations Manager and dispatch additional crews as needed within the time limits spelled out in RFP and listed below.

Site Inspection/Cleaning	1 Working Day
Visual Obstruction	1 Working Day
Submitting landscaping schedule	2 Working Days
Pruning & Tree maintenance	1 Working Day
Mowing	2 Working Days
Weed Control	3 Working Days
Dead Plant Removal	2 Working Days
Pest Control	5 Working Days
Drip/Bubbler Maintenance	2 Working Days

Corrective measures will be implemented to bring back to satisfactory conditions. A corrective action summary and Quality Assessment photos will be sent to City after corrective measures are completed.

2.4 Describe the process your firm uses to clean up after work is performed.

2.4 Response-Clean Up Process After Work is Performed-

- All debris and vegetation will be removed following service.
- Debris will be collected, not blown or raked into street.
- All collected debris is disposed of at authorized facilities in compliance with Federal, State, County, and City regulations. Crews follow strict handling and disposal protocols— including OSHA- and locally compliant procedures for hazardous or biohazardous materials. Safety, environmental compliance, and site cleanliness remain central to our operations.
- When raking of leaf and debris removal instead of blowing is required, or during high pollution days, raking will be done in compliance with ADEQ High Pollution Advisory requirements.
- BrightView supports the City’s sustainability goals through environmentally responsible practices, including the use of biodegradable bags, proper waste sorting, and participation in community clean-up and environmental stewardship initiatives.



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2.5 Describe the process of communication to the City Representative upon completion of the work done.

2.5 Response-Process of Communication upon Completion of Work Done

Our Quality Site Assessment (QSA) is a proprietary tool developed to help capture the quality of service and current state of your landscaping. This allows us to share our completed work and findings with you easily, regularly, and promptly. Once the assessment is completed the report is automatically emailed to you for real-time communication and complete transparency.

This report includes:

- ‘360 degree’ site inspections, performed with designated site contact
- Landscape observation images with notes
- Updates on items already discussed in prior meetings
- Recommendations on possible enhancement to your landscape
- Opportunity for site contact to strategically discuss short- and long-term plan for the site
- Electronically tracks carry-over items from past QSAs
- Results can be electronically sent to other stakeholders

3 CAPACITY OF OFFEROR

3.1 Provide a list describing equipment (type and quantity) to be used to perform the work tasks.

3.1 Response-List of Equipment to Be Used:

To ensure efficient and high-quality landscaping services across all designated sites, we will utilize the following equipment:

- **Blowers** – For leaf and debris removal, compliant with ADEQ High Pollution Advisory restrictions.
- **Chain Saws** – For tree trimming and removal of dead or damaged limbs.
- **Extended Pole Mechanical Saws** – For pruning high branches and maintaining Homeland Security clearance requirements.



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- **Line Trimmers** – For edging and maintaining clean borders around landscaped areas.
- **Brush Cutters** – For clearing overgrown vegetation and maintaining remote sites.
- **Rakes** – For manual cleanup and decomposed granite maintenance.
- **Trucks and Trailers for Crews** – For transporting personnel, tools, and debris between multiple service locations.
- **Chippers** – For processing branches and organic debris into mulch.
- **Lift Trucks** – For safe and efficient trimming of tall trees and elevated landscaping tasks.
- **Specialized heavy equipment for ripping basins.**
- **Dedicated irrigation service vehicle stocked with tools and repair parts**

EQUIPMENT

Local Phoenix Branches Equipment – National/Market Development resources are available if needed		
Trucks/Vehicles/Heavy Equip.	Mowers/Carts/Misc. Equipment	Small Powered Equipment
<ul style="list-style-type: none"> • F150- extended cab trucks • F250-Crew cab trucks • Isuzu Cab over dumps. • Ford Transit Vans • Toyota Tacoma trucks • Ford Ranger trucks • Ford Fusion cars • Tree boom truck • Water truck • Bobcat • Loaders 	<ul style="list-style-type: none"> • 21" Self-Propelled Mowers • 48" Ex-Mark walking mower • 60" Ex-Mark standing mower • 60" Ex-Mark riding mower • 72" Ex-Mark riding mower • Pull behind chippers • John Deer cart w/ dump • John Deer cart w/spray rig • Workman Turf painting rig • 6 seated golf cart 	<ul style="list-style-type: none"> • Commercial grade Blowers • Commercial grade Stick Edger • Commercial grade Line trimmers • Commercial grade DG Brush • Commercial grade Long handled Shears • Commercial grade chainsaw • Commercial grade walk behind edger • Tow & walk behind aerators

<p>Design</p> <ul style="list-style-type: none"> ☒ Enhancement design Estimation ☒ Digital design imaging (before/after images) ☒ Annual landscape budget Schedule assistance ☒ Long-term site development planning 	<p>Plantscape</p> <ul style="list-style-type: none"> ☒ Installation – Trees Shrubs Groundcover Turf ☒ Annual color installation ☒ Field disking Weed abatement ☒ Soil testing Analysis ☒ Soil import Amendment Grading ☒ Granite replenishment
<p>Hardscape</p> <ul style="list-style-type: none"> ☒ Landscape edging: Redwood header board ☒ Concrete Brick Stone ☒ Decorative rock: Boulders or cobblestones ☒ Sidewalks/paths: Stepping stones ☒ Decomposed granite ☒ Concrete ☒ Pavers Brick Flagstone ☒ Erosion control: Jute mesh Groundcover ☒ Temporary plastic covers ☒ Site furnishings: Park benches Tables ☒ Fence work: Installation & repair ☒ Drainage: French drain ☒ Inlet drain ☒ Porous paving (grass or crushed rock surface) for fire lane access/heavy traffic areas ☒ Turf to granite renovation 	<p>Irrigation Management</p> <ul style="list-style-type: none"> ☒ New system design Estimation ☒ Existing system mapping ☒ System installation Retrofit ☒ System inspection and repair ☒ Backflow: Repair and installation ☒ Testing and certification ☒ Insulation boot installation ☒ Water meter installation & calibration ☒ Certified irrigation water auditing ☒ Cross-connection inspection & analysis ☒ Recycled/reclaimed water system installation ☒ Recycled/reclaimed water annual site inspection ☒ Central controller systems installation & maintenance ☒ Smart (Evapotranspiration) controllers

3.2 Provide staffing levels including the number of personnel to perform work specifically on this contract

3.2 Response-Staffing Level-

The BrightView staffing plan for this contract is designed to provide consistent, high-quality services with a focus on efficiency, pro-active maintenance and safety. This plan outlines the personnel, structure, scheduling, and supervision required to meet and exceed the City’s landscape maintenance expectations.



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3.2 Response Cont. Arizona Staffing Overview

Managers		Field Staff	
SVP	1	Crew Leader	110
VPGM	1	Gardner 3	80
Branch Managers	5	Gardner 2	65
Associate Branch Managers	2	Gardner 1	125
Business Developers	5	Irrigation Tech	55
Branch Administrators	8	Spray Tech	24
Account Managers	25	Mechanics	4
Associate Account Managers	5	Climbers	12
Production Managers	22	Groundsman	20
Associate Production Managers	5		
Shop Supervisor	2		

Staffing for this Contract:

The landscape maintenance operations will be supported by trained professionals.

The maintenance crew will service approximately 3-5 of sites per day, allowing full rotation of all locations within one-to two-week cycle, depending on the site size and frequency of sites.

Crew Composition:

Crew Lead 1-2 as needed for seasonal requirements. Responsible for daily scheduling, site inspection, supervision, adhering to contract specifications and site requirements, safety compliance, and communication with City's designated Group Contact.

Gardeners-quantity needed as per seasonal requirements-Perform trimming, pruning, detailing, litter removal, weed removal, raking out, bowing hardscapes, sweeping, and other general grounds maintenance.

Irrigation Technician

The irrigation technicians operate on a flexible route schedule, prioritizing water management and immediate repair needs. 1-2 depending on seasonal needs. Conduct weekly monitoring and inspections of irrigation systems at all sites. Diagnose and repair leaks, damages sprinklers, valves, and controllers. Adjust run times seasonally to conserve water and maintain healthy material. Maintain irrigation logs and prepare monthly reports for the City. Support emergency irrigation repairs as needed.



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3.2 Cont.

Chemical Technician (As-Needed)

Chemical application will be coordinated seasonally to maximize effectiveness and minimize environmental impact.

Group 1

Position	Quantity	Schedule
Maintenance Crew	3-4	Monday-Friday
Irrigation Technician	1 As Needed	Monday-Friday
Chemical Technician	2 As Needed	On Call

Group 2

Position	Quantity	Schedule
Maintenance Crew	2	Monday-Friday
Irrigation Technician	1 As Needed	Monday-Friday
Chemical Technician	1 As Needed	On Call

Group 3

Position	Quantity	Schedule
Maintenance Crew	2-3	Monday-Friday
Irrigation Technician	1 As Needed	Monday-Friday
Chemical Technician	1 As Needed	On Call

Group 4

Position	Quantity	Schedule
Maintenance Crew	3-4	Monday-Friday
Irrigation Technician	1 As Needed	Monday-Friday
Chemical Technician	1 As Needed	On Call

Staffing Allocation by Task
Mowing

Staffing Allocation by Task

Task	Responsible Staff	Frequency	Description
Mowing & Edging	Maintenance Crew	Weekly	Per City maintenance schedule
Trimming & Detailing	Maintenance Crew	Bi-weekly	Shrubs, groundcover, and trees
Irrigation Checks	Irrigation Technician	Weekly	Visual inspection, repairs, programming



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Task	Responsible Staff	Frequency	Description
Weed & Pest Control	Chemical Technician	Seasonal/As Needed	Herbicide, pesticide, and fertilization
Litter Removal & Blowing	Maintenance Crew	Each Visit	Included with every service
Quality Control & Reporting	Supervisor	Weekly	Documentation and City coordination

This staffing plan ensures consistent, proactive, and professional landscape maintenance across all City of Glendale (water Department) locations. By combining a skilled maintenance crew with dedicated irrigation and chemical support, BVLS will deliver reliable service that enhances the City’s image and promotes sustainable landscape health.

3.3 Contractor(s) must adhere to the Trash, Aeration and Fertilization, Pre and Post Emergent schedules. Please describe your ability to meet this expectation.

3.3 Response-Ability to meet Trash, Aeration and Fertilization, Pre and Post Emergent Schedules.

Our crews are equipped and trained to adhere strictly to the City’s maintenance schedules:

- **Trash Removal:** Weekly patrols at all designated sites, with immediate disposal in compliance with City and State regulations.
- **Aeration and Fertilization:** Performed seasonally using calibrated equipment to ensure proper soil health and plant growth.
- **Pre- and Post-Emergent Applications:** Scheduled twice annually (spring and fall) or as needed, using EPA-approved chemicals applied by certified personnel. All applications will include dye markers for visibility and compliance, and logs will be submitted weekly.

Our operational plan includes electronic spray logs sent from the spray manager ensuring transparency and timely updates to the City site contact.

List Of Chemicals:

Post Emergent-Roundup- <https://www.roundup.com/professional>

Pre Emergent-Prodiamine-<https://www.syngenta-us.com/product/herbicides/barricade>

4 VENDOR EXCEPTIONS:

Per Exhibit 2.2, Offeror shall note any exceptions to the solicitation documents in this section using the example below:



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Document Name: Exhibit 3 – Insurance Requirements
Section: 1.a.i. Commercial General Liability – General Aggregate
 \$5,000,000
Exception: Vendor’s General Aggregate is only \$3,000,000

4. Vendor Exceptions Response-

BrightView Landscape Services, Inc. (“BrightView”) welcomes the opportunity to submit a bid to the above referenced Request for Proposals (RFP) and looks forward to the possibility of partnering with you. In accordance with the accompanying Instructions, BrightView respectfully submits the following exceptions to the proposed terms and conditions included in the RFP itself and/or the Standard Terms and Conditions:

Exhibit 2: Special Terms and Conditions

Section 13: Termination For Convenience

1. BrightView believes that it is fair and equitable that the right to terminate without cause should be granted to both parties. Based upon the foregoing, BrightView respectfully requests the following is added to the end of this section: “*Contractor reserves the right to terminate any order or contract upon one hundred and twenty days written notice.*”
 - a. **Standard Terms and Conditions: 21.TERMINATION FOR CONVENIENCE:** at the end of this section insert the following: “*The Contractor reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon one hundred and twenty (120) calendar days’ written notice.*”

Exhibit 2: SPECIAL TERMS AND CONDITIONS:

Section 16. GENERAL INDEMNIFICATION:

2. BrightView’s position is that it is not financially prudent nor an appropriate allocation of risk to transfer the costs associated with the customer’s claims to BrightView. To the extent BrightView’s negligent performance of its obligations results in property damage or personal injury to a third party, we will indemnify City for the damages/costs it incurs from such third party. To the extent City alleges that it may have suffered some property damage or personal injury due to an alleged breach of contract, BrightView will be liable to the extent so determined by the court– but should not, contractually, agree to carry the entire cost of City’s pursuit of that claim. Based upon the foregoing, BrightView respectfully requests the following revisions to this section: line 3 – before “claims” insert “*third-party*”; line 14 – delete “*for*” and replace with “*except to the extent such*”; delete “*arising solely from the*” and replace with “*are determined by a court of competent jurisdiction to have been caused by*”; line 15 – delete “*be indemnified by Contractor from and against any and all claims*”; at the end of this Section insert the following: “*Contractor will defend Indemnitees until the dispute or claim is settled or a judgment rendered. At that time, the Indemnitees shall reimburse Contractor, based upon their own respective portion of the comparative negligence of all damages, losses, expenses and defense costs.*”
 - a. **Standard Terms and Conditions: 27. INDEMNIFICATION; LIABILITY.:** a.: line 1- delete “*To the fullest extent permitted by law,*”; line 16 – after “*except*” insert “*to the extent such*”; delete “*arising solely from*” and replace with “*are determined by a court of competent jurisdiction to have been caused by*”; at the end of this section insert the following: “*Contractor will defend Indemnitees until the dispute or claim is settled or a judgment rendered. At that time, the Indemnitees shall reimburse Contractor, based upon their own respective portion of the comparative negligence of all damages, losses, expenses and defense costs.*”

Exhibit 2: Special Terms and Conditions
Section 45: Force Majeure



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3. Since it is hard to determine which drought restrictions and conditions shall be in place at the time of the service are provided and in order to provide the customer with the results expected, BrightView's policy is to disclaim liability related to local water restrictions in the event that the City requests that Brightview exceeds said water restrictions, if any. Based upon the foregoing, BrightView respectfully requests the following revisions to this section: a.: at the end of this section, insert the following: *"For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence, and that Contractor shall not be liable for any failure to perform as a direct or indirect result of Contractor's compliance with or good faith efforts to comply with state or local water regulations or mandates."*
 - a. **41. FORCE MAJEURE.:** Based upon the foregoing, BrightView respectfully requests the following revisions to this section: a.: at the end of this section, insert the following: *"For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced governmental regulation , and that Contractor shall not be liable for any failure to perform as a direct or indirect result of Contractor's compliance with or good faith efforts to comply with state or local water regulations or mandates."*

Exhibit 2: Special Terms and Conditions

Section 45: Safety Data Sheets:

4. it is BrightView's position that in the event that Brightview is required to use regulated substances such as Round-up and other pesticides, Brightview should not be liable for its use when it is used in accordance with industry standards and normal application. Based upon the foregoing, Brightview respectfully requests the following revisions to this section: *"Contractor shall not provide representations, warranties, or assurances as to the safety of chemical substances used while performing the services, provided that Contractor applies such substances properly and in accordance with applicable laws and regulations."*

BrightView respectfully requests your consideration of the items noted herein and the opportunity to lightly negotiate certain terms for the mutual benefit of both parties. This Letter of Exceptions, together with any attached Scope of Services, Pricing, and other schedules and exhibits attached hereto, constitute BrightView's entire response to the RFP and supersedes all prior BrightView responses to the RFP, whether oral or written.

5. ADDENDUM RESPONSES AND ACKNOWLEDGEMENT: Attach addendum response(s) and acknowledgement(s) here.


Brightview acknowledges Addendum 1
 Brightview acknowledges Addendum 2-Disregard Addendum 1

6. CONFLICT OF INTEREST STATEMENT:

If Offeror indicated they have a conflict of interest on the Offer Sheet, Offeror must provide details here. Please refer to the CONFLICT OF INTEREST section within Exhibit 1 for required information to be included here.

STATEMENT ON CONFLICTS OF INTEREST

BrightView Landscape Services, Inc. certifies that neither the company, its officers, nor its employees have any personal or organizational conflicts of interest that would prohibit performance under the City of Glendale agreement. Participants in preparation of this

	City of Glendale Solicitation Number: RFP 26-07/42600012 LANDSCAPING SERVICES (WATER DEPARTMENT)	CITY OF GLENDALE Procurement Division 5970 West Brown Street, Suite 210 Glendale, Arizona 85302
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submittal are Jon Berg-Vice President and General Manager, Albert Ruelas-Branch Manager, Kristen Attardo-Business Developer. BrightView conducts business with integrity and in full compliance with state and federal conflict-of-interest regulations.

BrightView maintains internal compliance policies requiring disclosure of any potential conflicts prior to contract execution. Employees are prohibited from engaging in outside employment or business relationships that could interfere with BrightView’s contractual obligations. No member of BrightView’s management, ownership, or staff holds any position with City of Glendale nor has any financial interest in City.

EXHIBIT B
Landscaping Services for the Glendale Water Department
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Per Section 4.1.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$2,500,000.

DETAILED PROJECT COMPENSATION

See attached price sheet.



City of Glendale
Solicitation Number: RFP 26-27/42600032
Landscaping Services (Water Department)
BAFO PRICING WORKBOOK

CITY OF GLENDALE
Procurement Department
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

PRICING WORKBOOK

Please submit your best pricing below.

GROUP 1

WSD Site No.	LOCATION		COST PER MONTH
29	Arrowhead Ranch Water Reclamation Facility (ARWRF)	8180 W. Union Hills Dr.	\$ 1121.54
30	Cholla Water Treatment Plant (CWTP)	4805 W Cholla St,	\$ 532.47
31	Oasis Recharge Site (Lake)	19274 N. 79th Dr.	\$ 528.93
32	Oasis Water Treatment Campus (OWTC)	7070 W Northern Ave,	\$ 1281.34
33	Pyramid Peak Water Treatment Plant (PPWTP)	28101 N 63rd Dr.	\$ 1099.72
34	Western Area Water Reclamation Facility (WAWRF)	5901 N Glen Harbor Blvd.	\$ 1332.64

GROUP 2, SERVICE LEVEL 2

WSD Site No.	LOCATION		COST PER MONTH
1	19805 N 67th Drive/AH Well 21	19805 N. 67th Dr.	\$ 31.89
2	2/3 Zone Split	22675 N 67th Ave	\$ 63.78
3	LS 1 -55th Avenue Sewer Lift Station	12995 N. 55th Ave.	\$ 21.26
4	LS 10 -67th and Beardsley	20202 N. 67th Ave	\$ 21.26
5	LS 2 -67th Avenue Sewer Lift Station	14904 N. 67th Ave.	\$ 53.15
6	71st Avenue and Frier Peroxide Station	7093 W. Frier Dr.	\$ 21.26
7	79th Avenue and Union Hills Well Site	18570 N 79th Ave	\$ 21.26



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8	LS 9 - 83rd Avenue Sewer Lift Station	17500 N. 83rd Ave	\$ 21.26
9	99 th Ave and Northern Ave		\$ 255.11
10	Arrowhead Manor Booster Station	5183 W Arrowhead Lakes Dr	\$ 31.89
11	Camelback Ranch Well	5950 N. 107th Ave.	\$ 53.15
13	LS 3 - Airport Lift Station	6893 N Glen Harbor Blvd.	\$ 42.52
14	Hillcrest Ranch Booster Station (HRBS)	6790 W. Deer Valley Rd.	\$ 21.26
15	LS 4 - Raw Sewage Pumping Station (RSPS)	9802 W. Camelback Rd.	\$ 106.30
16	SR 1	10082 N 59th Ave	\$ 26.57
17	Thunderbird Reservoir	22801 N. 67th Ave	\$ 85.04
19	Well 25	52nd Ave & Acoma	\$ 21.26
20	Well 29	59th Ave & Paradise Lane	\$ 21.26
35	Zone 4 Booster Station and Reservoir	7970 W. Bethany Home Rd.	\$ 100.98

GROUP 2, SERVICE LEVEL 3

WSD Site No.	LOCATION		COST PER MONTH
12	COG 4	6215 W. Orangewood	\$ 116.92
18	Well 1	59th Ave & Market	\$ 42.52
21	Well 32	79th Ave & Lamar	\$ 21.26
22	Well 33	18570 N 55th Ave	\$ 212.59
23	Well 40	11047 N 47th Ave	\$ 85.04
24	Well 42	7504 N 110th Ave	\$ 42.52
25	Well 5	4434 N Tom Murray Ave	\$ 21.26
26	Well 6R	7671 N 63rd Ave	\$ 53.15



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27	Well 7	4702 W Ocotillo Rd	\$ 21.26
28	Well AR15	20926 N 70th Dr	\$ 26.57
38	LS 5 – Desert Diamond Sewer Lift Station	9431 W Northern Ave	\$ 26.57
39	LS 6 – Stonehaven Sewer Lift Station	5503 N. 91st Ave.	\$ 31.89
40	LS 7 – Vision 2 Sewer Lift Station	6281 N. Ball Park Blvd.	\$ 212.59
41	LS 8 – Luke AFB Sewer Lift Station	7211 N. El Mirage Rd.	\$ 31.89
42	Well 50 64th Ave and Sack Dr	18773 N. 64th Dr.	\$ 53.15
43	Well 51 at Sierra Verde Park	7130 W Potter Dr.	\$ 106.30



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GROUP 3

WSD Site No.	LOCATION	COST PER MONTH
Zone 1	Glendale Xeriscape Demonstration Garden	\$ 462.00
Zone 2	Glendale Xeriscape Demonstration Garden	\$ 211.97
Zone 3	Glendale Xeriscape Demonstration Garden	\$ 258.30
Zone 4	Glendale Xeriscape Demonstration Garden	\$ 446.83
GRAND TOTAL		\$ 1379.10

GROUP 4

WSD SITE NO.	LOCATION		COST PER MONTH
Zone 1	Aquifer Recharge Facility	11719 W Glendale Avenue	\$ 3353.15
GRAND TOTAL			\$ 3353.15

Apply granite / additional work required

\$ 55.00 per hr

DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days

Comply: YES NO

If your answer is NO, please state terms offered: (Enter discount rate if payment in 20 days) %

PAYMENT Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in this Section.

TAX AMOUNT Do not include any use tax or federal tax in your proposal.



City of Glendale
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Landscaping Services (Water Department)
BAFO PRICING WORKBOOK

CITY OF GLENDALE
Procurement Department
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OFFEROR NAME: Brightview Landscape Services, Inc.

Dear Procurement Team,

Thank you for the opportunity to present a Best and Final Offer and provide equipment clarification for use at the Aquifer Recharge Facility.

Best and Final Pricing Response:

After careful review, we would like to inform you that the pricing provided in our initial proposal remains unchanged as part of our Best and Final Offer. This pricing is resubmitted on the BAFO Pricing Workbook.

Request for Clarification Response:

1. The largest piece of equipment in the Brightview fleet in terms of size, weight and general purpose is the Track Dazer 450J
2. The heavy equipment identified for use at the Aquifer Recharge Facility will be the following- Track Dozer 450J, Wheel Loader 544P, Skip Loader/Gannon 210G

The process for checking, identifying, and completing the need for cross rip in the aquifers is as follows:

When the aquifer is drained, there will be 10 random spots selected to review the hardness of the surface to allow for drainage and filtration of the materials. This will be done with a steel stake and sledgehammer driven into the ground as well as a check with a steel digging bar. This will allow the BV team to then choose the machine based on depth and softness of the material. Most times a Track Dozer will be brought to the site via transport and unloaded near the aquifer. 3-6 ripper tines will be put into the bottom of the aquifer surface and ripped min 2 directions, 3 if needed based on testing. If there is less of a requirement and discussed with the Glendale liaison, a Skip Loader with a Gannon holding ripper tines will be utilized in the same manner with cross ripping a minimum of 2 directions. Once this is complete, there will be a visual inspection between Glendale Staff and BrightView Staff to approve of the finished product.

If you need any additional information, please let me know.

Sincerely,

Kristen Attardo

Business Developer

kristen.attardo@brightview.com
